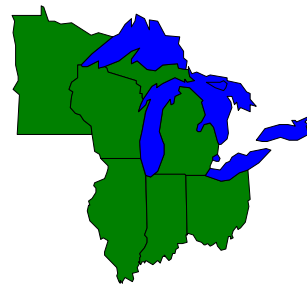




REQUEST FOR PROPOSAL (RFP)

U.S. GENERAL SERVICES ADMINISTRATION

PBS, Acquisition Management Division
201 Superior Avenue, Room 450
Cleveland, Ohio 44114



PROJECT: Elevator Maintenance Services

Donald J. Pease Federal Building
143 W. Liberty Street
Medina, Ohio 44256

John F. Seiberling Federal Building & U.S. Courthouse
2 South Main Street
Akron, Ohio 44308

SOLICITATION NO: GS-05P-14-SL-D-0024

ISSUE DATE: July 11, 2014

CLOSING DATE & TIME: August 11, 2014
2:00 PM (EST)

CONTRACT NO: GS-05P-14-SL-D-0024

DATE OF AWARD: October 22, 2014

ISSUED BY:

General Services Administration
PBS, Acquisition Management Division
201 Superior Avenue, Room 450
Cleveland, Ohio 44114

GSAR 552.219-71 NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS (JUNE 2005) The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219-9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding \$650,000 (\$1,500,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
 5P2PQCA-15-0008A

PAGE 1 OF 3

2. CONTRACT NO. GS05P14SLD0024	3. AWARD/EFFECTIVE DATE OCT 22, 2014	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE 07/11/14
7. FOR SOLICITATION INFORMATION CALL: Sarah Jayjack sarah.jayjack@gsa.gov		b. TELEPHONE NUMBER (No collect calls) (216) 522-2325		8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY GSA PBS AMD, Southern Contracting Branch Ohio Contracting Team 201 Superior Avenue, Room 450 Cleveland OH 44114	CODE 5P2PQCA	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:
--	-----------------	--

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS (b) (4)	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	

15. DELIVER TO See Schedule	CODE	16. ADMINISTERED BY GSA PBS AMD, Southern Contracting Branch Ohio Contracting Team 201 Superior Avenue, Room 450 Cleveland OH 44114	CODE 5P2PQCA
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17a. CONTRACTOR/ OFFEROR. KONE INC. ONE KONE COURT MOLINE IL 61265	CODE 00012695	FACILITY CODE	18a. PAYMENT WILL BE MADE BY GSA P.O. BOX 17181 FORT WORTH TX 76102-0181	CODE BCFA
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CAGE: 1LZ56
 TIN: 362357423
 TELEPHONE NO.
 DUNS: 005262308

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
--	---

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details.				
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA See Schedule	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$30,456.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATE _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
--	---

30a. SIGNATURE OF OFFEROR/CONTRACTOR (b) (6)	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b) (6)
30b. NAME AND TITLE OF SIGNER (Type or print)	31b. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
30c. DATE SIGNED	31c. DATE SIGNED

(b) (6)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
---------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (Location)
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	Seiberling Federal Building & US Courthouse 2 South Main Street Akron, Ohio				
	Elevator Maintenance Services (11/01/14 - 10/31/2015)	(b) (4)			
0002	Accounting and Appropriation Data: (b) (4)				
	SHIP TO: 2 SOUTH MAIN STREET AKRON OH 44308-1813				
0002	Pease Federal Building 143 West Liberty Street Medina, Ohio				
	Elevator Maintenance Services (11/01/14 - 10/31/2015)	(b) (4)			
0002	Accounting and Appropriation Data: (b) (4)				
	DELIVERY DATE: 10/31/2015 SHIP TO: 2 SOUTH MAIN STREET AKRON OH 44308-1813				

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE 1 OF
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE 07/11/2014	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME		b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME 08/11/2014 2:00 p.m. EST	
9. ISSUED BY GSA, PBS, Acquisition Management Division 201 Superior Avenue, Room 450 Cleveland, Ohio 44114		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB 238290 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD: \$14 Million		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS (b) (4)		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING
15. DELIVER TO	CODE	16. ADMINISTERED BY		CODE	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
17a. CONTRACTOR/ OFFEROR Kone Inc 6670 W. Snowville Rd Brecksville, Ohio 44141		FACILITY CODE	18a. PAYMENT WILL BE MADE BY		
TELEPHONE NO. 440-546-1100		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
1	(b) (4)				
2.	(b) (4)				
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA			26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30. SIGNATURE OF OFFEROR (b) (6)			UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
31. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY *(Print)*

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT *(Location)*42c. DATE REC'D *(YY/MM/DD)*

42d. TOTAL CONTAINERS

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1	OF PAGES 2
2. AMENDMENT/MODIFICATION NO. 003		3. EFFECTIVE DATE 09/30/2014		4. REQUISITION/PURCHASE REQ. NO.	
				5. PROJECT NO. (If applicable)	
6. ISSUED General Services Administration Acquisition Management Division 201 Superior Avenue, Room 450 Cleveland, OH 44114				7. ADMINISTERED BY (If other than Item 6) Same as #6	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(✓)	9A. AMENDMENT OF SOLICITATION NO. GS05P14SLD0024
				X	9B. DATED (SEE ITEM 11) 07/11/2014
					10A. MODIFICATION OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, XX is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 3 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor [] is not [X] is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
GS05P14SLD0024 – ELEVATOR MAINTENANCE SERVICES AT THE SEIBERLING FEDERAL BUILDING & US COURTHOUSE AND PEASE US COURTHOUSE					
Amendment 003 hereby incorporates the following language: <i>The Contractor shall be fully responsible and accountable for the operation of all equipment beginning on the date specified in the Notice to Proceed. The contractor shall also be responsible for reprogramming the elevator phone lines (currently connected to the current contractor's call center) to connect with their call center and then monitor those lines 24/7/365. GSA would provide a call list to the contractor upon award so proper personnel can be contacted.</i> Except as provided herein, all terms and conditions of the document reference in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			Sarah Zemanek, Contracting Officer		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				BY (Signature of Contracting Officer)	
				16C. DATE SIGNED	

YOU MUST ACKNOWLEDGE RECEIPT OF THIS AND ALL AMENDMENTS AS INDICATED IN BLOCK 11 SHOWN ABOVE. FAILURE TO DO SO MAY RESULT IN REJECTION OF YOUR OFFER.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1	OF PAGES 4
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 07/31/2014		4. REQUISITION/PURCHASE REQ. NO.	
				5. PROJECT NO. (If applicable)	
6. ISSUED General Services Administration Acquisition Management Division 201 Superior Avenue, Room 450 Cleveland, OH 44114				7. ADMINISTERED BY (If other than Item 6) Same as #6	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(✓)	9A. AMENDMENT OF SOLICITATION NO. GS05P14SLD0024
				X	9B. DATED (SEE ITEM 11) 07/11/2014
					10A. MODIFICATION OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, XX is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 3 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor [] is not [X] is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
GS05P14SLD0024 – ELEVATOR MAINTENANCE SERVICES AT THE SEIBERLING FEDERAL BUILDING & US COURTHOUSE AND PEASE US COURTHOUSE					
SEE ATTACHED PAGE FOR AMENDMENT DESCRIPTION					
Except as provided herein, all terms and conditions of the document reference in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			Sarah Zemanek, Contracting Officer		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				BY (Signature of Contracting Officer)	

Amendment 002 sets the deadline for the submission of questions regarding the solicitation for Friday, August 1, 2014.

Additionally, Amendment 002 hereby removes the following clause:

. LIMITATION OF GOVERNMENT'S OBLIGATION - GSA, Contracting Officer to complete after award

(a) Contract line item(s) * through * are incrementally funded. For these item(s), the sum of \$ * of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in Paragraph (J) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor shall be notified that funding is available by email (as annotated on the award document) to the contractor 15 days prior to the incremental funding dates as outlined in Paragraph J. Notice of funding will also be provided via a website (<https://finance3.gsa.gov>). If after such notification additional funds are not allotted prior to the expiration date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with the contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below in Paragraph J, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.

(j) The parties contemplate that the Government will allot funds to this contract in increments from the date of award in accordance with the following schedule:

On execution of contract*	\$ _____ **
(month) (day), (year)	\$ _____ **
(month) (day), (year)	\$ _____ **
(month) (day), (year)	\$ _____ **

* Insert the award date of the contract award

** To be inserted after negotiation.

(End of clause)

YOU MUST ACKNOWLEDGE RECEIPT OF THIS AND ALL AMENDMENTS AS INDICATED IN BLOCK 11 SHOWN ABOVE. FAILURE TO DO SO MAY RESULT IN REJECTION OF YOUR OFFER.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1	OF PAGES 5
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 07/16/2014	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED General Services Administration Acquisition Management Division 201 Superior Avenue, Room 450 Cleveland, OH 44114		7. ADMINISTERED BY (If other than Item 6) Same as #6		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(✓)	9A. AMENDMENT OF SOLICITATION NO. GS05P14SLD0024	
		X	9B. DATED (SEE ITEM 11) 07/11/2014	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, **XX** is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning **3** copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GS05P14SLD0024 – ELEVATOR MAINTENANCE SERVICES AT THE SEIBERLING FEDERAL BUILDING & US COURTHOUSE AND PEASE US COURTHOUSE

SEE ATTACHED PAGE FOR AMENDMENT DESCRIPTION

Except as provided herein, all terms and conditions of the document reference in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sarah Zemanek, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

GS05P14SLD0024 – ELEVATOR MAINTENANCE SERVICES AT THE SEIBERLING FEDERAL BUILDING & US COURTHOUSE
AND PEASE US COURTHOUSE

Amendment 001 hereby schedules a pre-proposal conference for Tuesday, July 22, 2014 at 9:00 a.m. EST at the Seiberling Federal Building & US Courthouse, 2 South Main Street, Room 230, Akron, Ohio. Those interested in attending should return the attached Pre-Proposal Attendance Confirmation form via email to sarah.zemanek@gsa.gov by July 22, 2014. A walk-through of the Seiberling Federal Building & US Courthouse will follow the pre-proposal conference.

Those interested in attending a walk-through of the Pease US Courthouse should contact Sarah Zemanek via email at sarah.zemanek@gsa.gov no later than July 22, 2014 to schedule a date and time.

PRE PROPOSAL ATTENDANCE CONFIRMATION FORM

If you plan to attend the pre proposal conference, please indicate so below and return this form to the contact person indicated below. Please ensure that this form is received by Tuesday, July 22, 2014:

General Services Administration
Acquisition Management Division
Attn: Sarah Zemanek

Phone: (216) 522-2325

Email: sarah.zemanek@gsa.gov

I plan to attend the following:
(please check appropriate box)

- ☐ Conference Only
- ☐ Conference and Facility Tour

Number of attendees:

Name(s):

In case of last minute changes in the time or place of the conference, I may be reached at:

Name:

Company:

Phone:

In order to participate in the walk through of the building(s), you are required to submit the following information: The subject solicitation includes Sensitive But Unclassified building information (SBU).

- 1. Copy of business license**
- 2. Company's Dun and Bradstreet number**
- 3. Valid Tax Identification Number**
- 4. A valid picture state driver's license (for person(s) attending the conference)**

The Notice shall be submitted to the point of contact cited herein.

Please read the notice carefully as it contains additional requirements and information regarding SBU building information.

YOU MUST ACKNOWLEDGE RECEIPT OF THIS AND ALL AMENDMENTS AS INDICATED IN BLOCK 11 SHOWN ABOVE. FAILURE TO DO SO MAY RESULT IN REJECTION OF YOUR OFFER.

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SECTION B - SUPPLIES OR SERVICES AND PRICES**B1. Description of Services**

The contractor shall provide all management, supervision, labor, materials, supplies and equipment (except as otherwise provided), and shall plan, schedule, coordinate and assure effective performance of all services described herein. The contractor will be required to provide elevator maintenance and related services in accordance with the requirements of this solicitation at the following location(s):

John F. Seiberling Federal Building & USCH
2 South Main Street
Akron, Ohio 44308

Donald J. Pease Federal Building
143 W. Liberty Street
Medina, Ohio 44256

Offerors must submit offers for all locations in order to be considered for award.

B2. Term of Contract

After award, the successful offeror will be given a written Notice to Proceed, and shall provide contractual services for a **one year period** commencing on the day specified in the Notice to Proceed. Work under this contract is expected to commence on or about November 1, 2014. It is the intent of the Government that the Notice to Proceed will provide for at least **30** working days preparation time before commencement of work.

B3. Option to Extend the Term of the Contract

The Government shall have the unilateral option of extending the term of this contract for four **(4)** consecutive additional periods of one **(1)** year each.

B4. Offer for Services – John F. Seiberling Federal Building & USCH – OH0194ZZ**(a) INITIAL 12 MONTH BASE PERIOD**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>UNIT</u>
1.	Monthly Price for Preventive Maintenance, Repair, Service Call, Overtime and Related Services	12 Months	\$ (b) (4)	Month
2.	Hourly Price for Emergency Call- Back Services During Other Than Normal Working Hours.	6 Hours	\$	Hour
3.	Hourly Price for Additional Services	6 Hours	\$	Hour
4.	Hourly Price for Overtime Services	6 Hours	\$	Hour
Prompt Payment Discount: (b) (4) Days				

(b) OPTION LOT 1 - FIRST ADDITIONAL 12 MONTHS

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>UNIT</u>
1.	Monthly Price for Preventive Maintenance, Repair, Service Call, Overtime and Related Services	12 Months	\$(b) (4)	Month
2.	Hourly Price for Emergency Call-Back Services During Other Than Normal Working Hours.	4 Hours	\$	Hour
3.	Hourly Price for Additional Services	4 Hours	\$	Hour
4.	Hourly Price for Overtime Services	4 Hours	\$	Hour
Prompt Payment Discount: (b) (4) Days				

(c) OPTION LOT 2 - SECOND ADDITIONAL 12 MONTHS

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>UNIT</u>
1.	Monthly Price for Preventive Maintenance, Repair, Service Call, Overtime and Related Services	12 Months	\$(b) (4)	Month
2.	Hourly Price for Emergency Call-Back Services During Other Than Normal Working Hours.	4 Hours	\$	Hour
3.	Hourly Price for Additional Services	4 Hours	\$	Hour
4.	Hourly Price for Overtime Services	4 Hours	\$	Hour
Prompt Payment Discount: (b) (4) Days				

(d) OPTION LOT 3 - THIRD ADDITIONAL 12 MONTHS

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>UNIT</u>
1.	Monthly Price for Preventive Maintenance, Repair, Service Call, Overtime and Related Services	12 Months	\$(b) (4)	Month
2.	Hourly Price for Emergency Call-Back Services During Other Than Normal Working Hours.	4 Hours	\$	Hour
3.	Hourly Price for Additional Services	4 Hours	\$	Hour

4.	Hourly Price for Overtime Services	4 Hours	\$ (b) (4)	Hour
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Prompt Payment Discount: (b) (4) Days

(e) OPTION LOT 4 - FOURTH ADDITIONAL 12 MONTHS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	UNIT
1.	Monthly Price for Preventive Maintenance, Repair, Service Call, Overtime and Related Services	12 Months	\$ (b) (4)	Month
2.	Hourly Price for Emergency Call-Back Services During Other Than Normal Working Hours.	4 Hours	\$	Hour
3.	Hourly Price for Additional Services	4 Hours	\$	Hour
4.	Hourly Price for Overtime Services	4 Hours	\$	Hour

Prompt Payment Discount: (b) (4) Days

Offer for Services – Donald J. Pease Federal Building – OH0100ZZ

(a) INITIAL 12 MONTH BASE PERIOD

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	UNIT
1.	Monthly Price for Preventive Maintenance, Repair, Service Call, Overtime and Related Services	12 Months	\$ (b) (4)	Month
2.	Hourly Price for Emergency Call- Back Services During Other Than Normal Working Hours.	4 Hours	\$	Hour
3.	Hourly Price for Additional Services	4 Hours	\$	Hour
4.	Hourly Price for Overtime Services	4 Hours	\$	Hour

Prompt Payment Discount: (b) (4) Days

(b) OPTION LOT 1 - FIRST ADDITIONAL 12 MONTHS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	UNIT
1.	Monthly Price for Preventive Maintenance, Repair, Service Call, Overtime and Related	12 Months	\$ (b) (4)	Month

	Services			
2.	Hourly Price for Emergency Call-Back Services During Other Than Normal Working Hours.	2 Hours	\$ (b) (4)	Hour
3.	Hourly Price for Additional Services	2 Hours	\$	Hour
4.	Hourly Price for Overtime Services	2 Hours	\$	Hour

Prompt Payment Discount: (b) (4) Days

(c) OPTION LOT 2 - SECOND ADDITIONAL 12 MONTHS

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>UNIT</u>
1.	Monthly Price for Preventive Maintenance, Repair, Service Call, Overtime and Related Services	12 Months	\$ (b) (4)	Month
2.	Hourly Price for Emergency Call-Back Services During Other Than Normal Working Hours.	2 Hours	\$	Hour
3.	Hourly Price for Additional Services	2 Hours	\$	Hour
4.	Hourly Price for Overtime Services	2 Hours	\$	Hour

Prompt Payment Discount: (b) (4) Days

(d) OPTION LOT 3 - THIRD ADDITIONAL 12 MONTHS

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>UNIT</u>
1.	Monthly Price for Preventive Maintenance, Repair, Service Call, Overtime and Related Services	12 Months	\$ (b) (4)	Month
2.	Hourly Price for Emergency Call-Back Services During Other Than Normal Working Hours.	2 Hours	\$	Hour
3.	Hourly Price for Additional Services	2 Hours	\$	Hour
4.	Hourly Price for Overtime Services	2 Hours	\$	Hour

Prompt Payment Discount: (b) (4) Days

(e) OPTION LOT 4 - FOURTH ADDITIONAL 12 MONTHS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	UNIT
1.	Monthly Price for Preventive Maintenance, Repair, Service Call, Overtime and Related Services	12 Months	\$ (b) (4)	Month
2.	Hourly Price for Emergency Call-Back Services During Other Than Normal Working Hours.	2 Hours	\$ (b) (4)	Hour
3.	Hourly Price for Additional Services	2 Hours	\$ (b) (4)	Hour
4.	Hourly Price for Overtime Services	2 Hours	\$ (b) (4)	Hour
Prompt Payment Discount: (b) (4) Days				

NOTE: The Contractor is reminded that there are documents that are required to be prepared and submitted as part of the performance of this contract (refer to Section J, Exhibit 6). Monthly invoices must be submitted after all required paperwork has been sent to the COR. Invoices received prior to the Government's receipt of the required submittals will be rejected. Please refer to FAR 52.232-25.

B5. Note to Offerors

(a) Include all costs for emergency call-back service during normal working hours, overtime services, and maintenance and testing work specifically identified in the solicitation to be performed outside normal working hours, in the price per month for basic services.

(b) Quote single per hour prices for emergency call-back during other than normal working hours and additional services regardless of any commitments on the part of the offeror to pay varying salary rates or travel expenses to its employees. These prices must include expenses for overhead, General and Administrative (G&A) and profit. Thus no separate allowance for travel time, parking, overhead, G&A or profit will be applied when hourly services are used.

(c) Offerors should visit the building and become familiar with existing conditions; examine all contract documents relating to this work, and become fully informed as to the extent and character of the work required. Offerors shall determine any conditions which affect the work and make a thorough site investigation before submitting an offer. Submittal of an offer shall be evidence that the offeror has complied with all of the foregoing. No allowances will be made for failure of the offerors to avail themselves of such information.

(d) The number of hours shown for hourly services is for evaluation purposes only, and is based on an estimate of the Government's anticipated need for such service.

(e) Offerors are cautioned not to confuse overtime services with additional services. Additional services are defined as any work requested by the Government that is within the scope of this contract but in addition to the contract requirements. Additional services will be computed and paid as specified in the **DESCRIPTION/SPECIFICATIONS** section of this solicitation. Overtime services are defined as work within the scope of the contract originally intended to be performed during normal working hours, where the

Government requests the work be performed outside of normal working hours to expedite the return of an elevator to operating condition or to minimize disruption to tenants.

(f) The term elevator is used to mean all elevator, escalator, dumbwaiter, handicapped lift and wall-glider equipment, if applicable, at the location(s).

(g) The offeror who is performing the semiannual elevator safety inspections on the elevators covered by this solicitation will not be considered for award of the maintenance contract if the inspection period extends over any portion of the contract period specified in this solicitation.

(h) The GSA Form 300 will describe the service (for orders of \$2,500.00 or more) to be provided and will establish, excluding emergencies as determined by the Contracting Officer (CO) or the Contracting Officer's Representative (COR), the maximum number of hours for which the contractor will be compensated. Orders of \$2,500.00 or less may be processed using either direct pay procedures or the Government-wide commercial purchase card, which is the preferred method to purchase and to pay for micro-purchases. Individual orders for additional services involving more than forty (40) hours will only be issued with the assent of the contractor.

◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆END OF SECTION◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆

Section C – Description, Specifications, and Statement of Work

C1. General Note

The Contracting Officer and the Contracting Officer's Representative will hereafter be referred to as the CO and the COR, respectively.

C2. Scope of Work

(a) The Contractor shall provide full elevator maintenance service, in compliance with the ASME Safety Code requirements, the manufacturer's recommendations, the Elevator Industry Field Employees' Safety Handbook, National Electrical Code, the maintenance guidelines of NEII 1 Part 7 (available at www.neii.org), and all other applicable laws, regulations, rules, ordinances and codes. Full maintenance service is defined as all services, repairs, inspections and testing necessary to maintain all elevators, appurtenances and accessories in a fully operational mode at all times except for pre-scheduled downtime, including all labor, parts and materials.

There are no exceptions for the obsolescence of any components. All maintenance requirements of Section 8.6 of the most recent edition of the A17.1 Safety Code for Elevators and Escalators must be followed.

The maintenance contractor must provide all tools, equipment, supplies, and personnel necessary for safely performing all tests required by the ASME A17.1 Safety Code for Elevators and Escalators and the Authority Having Jurisdiction. GSA is the AHJ (Authority Having Jurisdiction) in these buildings. This includes inspections and tests required at six month, one year, and five year intervals, and any other tests determined as necessary by the COR. All tests required by code will be conducted at no additional cost to the government regardless of when the testing is performed.

(b) Measurements of elevator speed, door opening and closing times, performance time, door closing force, floor to floor performance times, mean time between service calls, ride quality, stopping accuracy, downtime, entrapments, customer complaints; frequency of outages and entrapments, preventive maintenance, repairs, testing and results of inspection reports shall be the governing factors in determining the adequacy of the elevator maintenance. Any deviations from the performance standards identified in **Section J/Exhibit 2** shall be justified to and approved by the CO or their designee in writing. The contractor may be asked to verify and provide documentation of these performance measurements during the course of the contract.

(c) The Contractor shall be responsible for all costs associated with accomplishing repairs and replacements, including labor, equipment, and supplies for all equipment and systems specified or recommended by the system manufacturer. The Contractor shall not be required to make renewals or repairs made necessary by reason of negligence or misuse of the equipment by persons other than the Contractor, his/her representatives and employees, or by reason of any other cause beyond the control of the Contractor, except ordinary wear and tear. This does not exempt deficiencies from coverage under this contract that may have developed or were caused prior to the contract effective date.

(d) The Contractor shall be fully responsible and accountable for the operation of all equipment beginning on the date specified in the Notice to Proceed.

(e) These specifications are a statement of the minimum level of work and services that are to be provided in certain areas under this contract. They are not intended to be, nor shall they be construed as, limiting specifications or requirements. At a minimum, the contractor will be required to take all steps and measures which would be taken by a prudent building owner to maximize the life expectancy of the elevators and related systems and ensure safe and reliable elevator operation.

(f) The Contractor shall develop, submit, and implement a maintenance control program (MCP) acceptable to the CO or their designee. The maintenance control program (MCP) must be in compliance with the requirements of the ASME A17.1 Safety Code for Elevators and Escalators Section 8.6. All equipment shall be maintained in accordance with the manufacturer's recommendations, the best practices of the industry, and

applicable codes, standards and regulations. If a conflict arises between these standards, the most stringent will prevail.

Within fifteen (15) days after award or prior to the contract start date, whichever is earlier, a copy of the maintenance control program will be provided to the CO or their designee for acceptance. The MCP must be approved by the CO or their designee. Failure to provide a MCP that is fully compliant may result in withholding of payments and/or contract termination. The ASME A17.1 Section 8.6.1.2.1 states: *"The MCP shall specify examinations, tests, cleaning, lubrication, and adjustments to applicable components at regular intervals."*

The MCP must identify the list of specific maintenance tasks and frequencies at which they will be performed. These tasks will be determined by the manufacturer's recommendations, the type of equipment, the age of the equipment, any accumulated wear, the environment the equipment is located in, the level of use of the equipment, and any other influencing factors that may require varying levels of maintenance.

These tasks may be organized in groups relating to the location of the tasks being performed, but any group of tasks is not to be considered a task itself. The MCP shall be maintained in the maintenance office of the building, and a laminated copy of the approved maintenance program must be located in each elevator machine room.

The MCP shall be reviewed annually to determine its suitability and effectiveness, and shall be updated as required to insure proper levels of maintenance.

The contractor shall maintain a preventive maintenance log, documenting compliance with the MCP, for each elevator in the machine room. A detailed log of all service calls, in compliance with the MCP requirements, shall be maintained for each elevator in the elevator machine room. These records are a part of the maintenance history of the equipment and as such are the property of GSA. The records shall not be removed from the machine room and will remain the property of GSA at the conclusion of this contract.

(g) All scheduled work that requires an elevator to be taken out of service shall be coordinated with the CO or their designee and the contractor shall report to the CO or their designee the status of elevator equipment or systems not operating by the close of each workday. Any piece of equipment or system component not operational by the official building opening time shall be reported to the CO or their designee no later than 8:00 a.m. that day. If the outage is of a recurring nature, the reporting requirement must be repeated daily. The contractor is responsible for the installation of appropriate signage or barricades related to the equipment and/or systems outage, based on best practices of the industry or as directed by the COR. In the event an elevator is shutdown, an "Out of Service" sign must be placed at each call button on all floors when the elevator is the only one servicing that area.

(h) The Contractor shall not change or alter the existing elevator equipment or any electrical circuits, wiring, controls, or sequencing without written authorization from the COR. If changes are authorized, the Contractor shall make appropriate revisions to the elevator drawings and/or specifications. All parts or components installed, or improvements made, by the Contractor during the term of this contract shall become and remain the property of the Government.

(i) The Government reserves the right to require the Contractor to make such requests for inspections or tests as and when deemed advisable to ascertain that the requirements of this contract are being fulfilled. All tests shall be scheduled through the CO or their designee and the Government reserves the right to witness all testing.

(j) In order to provide for uninterrupted Government business and elevator service for the handicapped, unnecessary out-of-service periods for elevators cannot be tolerated. Therefore, it is essential that elevator repairs be affected immediately.

(k) The Contractor shall maintain the machinery spaces, shops and storage areas in a clean and orderly manner. When work is performed in these areas, the Contractor's personnel shall clean up all debris and leave the area in a presentable condition. The machinery room floors and the equipment located within the machinery rooms shall be painted as necessary or when requested by the contracting officer's representative (COR) to maintain the appearance of the room and equipment. The Contractor must obtain the approval of the CO or their designee before storing anything in machinery spaces. Any operating supplies such as lubricants, rags, cleaners, etc. shall be properly secured in cabinets or containers approved by the COR. Storage shall not negatively impact the means of egress, fire protection systems, and emergency lighting; nor, shall it significantly increase the amount of combustible material in the machinery space. Clearances from electrical equipment shall be maintained as required by NFPA 70, the National Electrical Code.

(l) Each month the Contractor shall subject all elevators provided with firefighters' emergency operation to Phase I recall by use of the key switch, and a minimum of one-floor operation on Phase II. The Contractor shall correct all deficiencies immediately. The Contractor shall maintain a record of findings and make it available to the CO or their designee and elevator inspection personnel. If it is deemed necessary by the CO or COR to perform these tests outside of the building hours referenced in **Section F, F1 – Place of Performance**, it will be accomplished at no additional cost to the Government.

(m) Asbestos Containing Material may be present on the elevators. The contractor is responsible to maintain the existing asbestos containing material if present, in an intact and/or non-friable condition. Locations of asbestos containing material may include the following:

- (1) Floor tiles or resilient flooring material inside of the car.
- (2) Adhesive flooring mastic inside of the car.
- (3) Soundproofing and waterproofing application on the exterior of the car.
- (4) Brakes and cable stops.
- (5) Circuit boards

The CO or their designee shall inform the Contractor which materials in the building contain asbestos to the best of his/her knowledge.

(n) The Energy Policy Act of 2005 requires the General Services Administration to reduce energy consumption per gross square foot in Federal buildings by 2 percent per year in fiscal years 2006 through 2015 compared to fiscal year 2003.

When purchasing energy consuming products, procure an Energy Star product or a product that is designated under the Federal Energy Management Program (FEMP) of the Department of Energy as being among the highest 25 percent of equivalent products for energy efficiency, FEMP designated product; unless (A) an Energy Star product or FEMP designated product is not cost-effective over the life of the product taking energy cost savings into account; or (B) no Energy Star product or FEMP designated product is reasonably available that meets the functional requirements of the General Services Administration.

In the case of electric motors of 1 to 500 horsepower, only premium efficient motors shall be installed.

Take actions to maximize the efficiency of air conditioning and refrigeration equipment, including appropriate cleaning and maintenance, including the use of any system treatment or additive that will reduce the electricity consumed by air conditioning and refrigeration equipment. Any such treatment or additive must be—

“(A) determined by the Secretary of Energy to be effective in increasing the efficiency of air conditioning and refrigeration equipment without having an adverse impact on air conditioning performance (including cooling capacity) or equipment useful life;

“(B) determined by the Administrator of the Environmental Protection Agency to be environmentally safe; and

“(C) shown to increase seasonal energy efficiency ratio (SEER) or energy efficiency ratio (EER) when tested by the H. R. 6—18 National Institute of Standards and Technology according to Department of Energy test procedures without causing any adverse impact on the system, system components, the refrigerant or lubricant, or other materials in the system. A hardware device or primary refrigerant shall not be considered an additive.

Comply with, all Federal, State, interstate, and local requirements, both substantive and procedural (including any requirement for permits or reporting or any provisions for injunctive relief and such sanctions as may be imposed by a court to enforce such relief), respecting underground storage tanks in the same manner, and to the same extent, as any person is subject to such requirements, including the payment of reasonable service charges. The reasonable service charges include, but are not limited to, fees or charges assessed in connection with the processing and issuance of permits, renewal of permits, amendments to permits, review of plans, studies, and other documents, and inspection and monitoring of facilities, as well as any other nondiscriminatory charges that are assessed in connection with a Federal underground storage tank regulatory program.

C3. Subcontracting

The Government reserves the right to approve or disapprove any subcontract and any subcontractor selected. REMEMBER: The maintenance contractor must subcontract for the performance of the safety inspections with individuals/firms independent of the maintenance contractor's organization, and he/she must complete all preventive maintenance and service calls with its in-house personnel.

C4. Personnel

The contractor shall have in its employ at all times a sufficient number of capable and qualified employees to enable it to properly, adequately, and safely manage, operate, maintain and account for the elevator system. Any changes in the contractor personnel related to or working with this contract shall be provided to the CO and the COR in writing (on company letterhead) within 5 days of such a change

(a) Qualifications of the Contract Manager

The contract manager responsible for the management and scheduling of work to be performed under this contract shall possess at least 5 years of recent (within the past 7 years) experience in managing personnel responsible for the operation and maintenance of elevator equipment of the approximate size, supervisory control systems and other characteristics of the elevators to be operated and maintained under this contract. A detailed resume containing the information specified herein must be submitted to the CO or his/her designee for approval prior to assignment of the contract manager to the contract, but no later than five (5) days after award. Both new and replacement contract managers must meet these qualification standards.

(1) The full name of the proposed contract manager.

(2) A detailed description of the employment history of the proposed contract manager for the past 7 years.

(3) The name(s) and address(es) of the companies for whom the proposed manager worked for the past 7 years along with the name(s) and telephone number(s) of is or her immediate supervisor(s). In **Section J, LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS** of this solicitation, **Exhibit 3** contains a format for submitting key personnel resumes.

(b) Qualifications of the Supervisor

The supervisor responsible for directing the work to be accomplished under this contract shall possess at least 5 years of recent (within the past 7 years) experience in directing operation and maintenance of elevator equipment in a supervisory capacity for elevators of the approximate size, supervisory control systems and other characteristics of the elevators to be operated and maintained under this contract. A detailed resume containing the information specified herein must be submitted to the CO or his/her designee for approval prior to the assignment of any supervisor to the contract, but no later than five (5) days after award. Both new and replacement supervisors must meet these qualification standards.

- (1) The full name of the proposed supervisor.
- (2) A detailed description of the employment history of the proposed supervisor for the past 7 years.
- (3) The name(s) and address (es) of the companies for whom the proposed supervisor worked for the past 7 years, along with the name(s) and telephone number(s) of his or her immediate supervisor(s).

(c) **Qualifications of Journeyman Elevator Mechanics**

All elevator mechanics engaged in the contract activities specified herein must be of a journeyman status as recognized by the industry and be licensed by the state, local authority, and/or the city local authority in those trades, crafts or professions which require licensing by such jurisdictions. The license must be of a grade or other level consistent with the requirement of the work being performed and/or as established by the referenced jurisdictions. A copy of the license for each employee shall be furnished to the COR no later than **five (5) days after award**. Each license must be kept current during the life of the contract and a new copy must be provided to the COR within 5 days before the expiration of the license or at the request of the COR.

Each mechanic must possess at least 3 years (within the past 5 years), experience in the maintenance, repair, installation and/or inspection of elevators and equipment of equal or greater size, scope and complexity as those covered under this contract. A detailed resume containing the information specified herein must be submitted to the CO or his/her designee for approval prior to the assignment of any mechanic to the contract, but no later than five (5) days after award. Both new and replacement mechanics must meet these qualification standards.

- (1) The full name of the proposed mechanic.
- (2) A detailed description of the employment history of the proposed mechanic for the past 5 years.
- (3) The name(s) and address (es) of the companies for whom the proposed mechanic worked for the past 5 years, along with the name(s) and telephone number(s) of his or her immediate supervisor(s).

Elevator Mechanic may perform work and/or repairs for which they are qualified. Elevator Mechanic qualifications are determined by state, local and/or city requirements.

In the absence of any licensing requirement by state and local jurisdictions, the contractor shall certify, in writing, to the COR, that the elevator personnel involved in the performance of this contract are competent. This certification must be received no later than five (5) days after award. In the event that a state law becomes effective, the contractor shall supply the information within 5 days of the effective date of the law.

C5. Items to be Supplied by the Contractor

(a) Parts installed on the elevators covered by this specification, shall be new and genuine parts supplied by, or certified by the Contractor as equivalent to, the original equipment manufacturer, or its successor prior to the installation of the part. The Contractor shall maintain a stock of applicable replacement parts to reduce to a minimum the interruption of elevator service. When replacing existing parts or installing new parts, the Contractor shall install energy efficient parts to the maximum extent possible.

(b) The Contractor shall supply a communication system(s), as approved by the COR, to enable the Government to communicate with the Contractor on a 24 hour a day, 7 days a week basis. The communication system must be approved by the COR within five (5) days after award.

(c) The Contractor shall provide approved metal waste containers for flammable and combustible waste associated with the performance of this contract. Flammable and combustible waste shall be removed from the premises daily. The Contractor shall provide approved metal storage cabinets for flammable materials associated with the performance of this contract. Storage of flammable and combustibles liquids shall be limited as much as possible and shall conform to the latest edition of **NFPA 30, Flammable and Combustible Liquids Code**.

(d) Materials, supplies and equipment should be selected and used in a manner that reduces exposures to building occupants and workers, and that reduces the impact on the environment as compared to other products and services used for the same purpose, in accordance with Executive Order 13423 and RCRA Section 6002: Comprehensive Procurement Guidelines (<http://www.epa.gov/epawaste/conserve/tools/cpg/index.htm>). The Contractor will furnish all supplies,

materials, equipment, and employee training necessary for the performance of the work of this contract unless otherwise specified herein. The Contractor will furnish to the COR all Material Safety Data Sheets (MSDS) for any materials used in the performance of this contract **five days after award**. All new products used during the life of the contract must have MSDS provided to the COR prior to use. All chemicals used will be those commercially available which meet Federal, State and local codes. Contractor shall maintain the MSDS in a location accessible to all employees and will advise the COR of their location. The MSDS will be available for inspection by the COR on request. The Contractor will take every precaution to ensure that only safe products are used. Information can be obtained from Federal, State, and local agencies concerning the safe chemical materials. An inventory list of products to be used under this contract shall be provided to the COR **five days after award**. This list shall be updated, with a copy provided to the COR, throughout the term of the contract. The COR will contact the Contractor immediately if any item is deemed inappropriate for use under this contract.

Supplies and/or products to be used under this contract must contain recycled materials, "environmentally preferable" products, and bio-based products to the maximum extent feasible. The list of Comprehensive Procurement Guideline (CPG) items and their associated Recovered Materials Advisory Notices (RMANs) are available at <http://www.epa.gov/epawaste/conservation/tools/cpg/index.htm>. Information on CPG items can be found at: <http://www.epa.gov/epawaste/conservation/tools/cpg/index.htm>. Products designated as bio-based must be included on the United States Department of Agriculture (USDA) Bio-based Products List (<http://www.biopreferred.gov/>). The COR will accept supplies and/or products conforming to these requirements.

Contractor is required to submit a brief narrative (LESS THAN 1 PAGE) for each individual product outlining how each meets the requirements of the definition of environmentally preferable in comparison to traditional products.

C6. Items to be Supplied by the Government

(a) **Elevator Keys** are Government property and shall remain the property of the Government in all respects. Within 10 work days upon request of the CO or his/her designated representative, the contractor shall render an accounting of all Government property. An accounting shall also be submitted to the COR at the termination or expiration of the contract period of performance. Keys issued to the Contractor, the Contractor's personnel, or subcontractors shall be signed for and not transferred to other personnel unless recorded in the key control log. The Contractor is financially liable for the cost of rekeying if keys are lost or not recovered from employees or subcontractors. The cost of the replacement keys shall be applied to the contractor through the proposed deduction process. The keys shall be kept secure from unauthorized use at all times. If the keys are lost the Contractor will be held liable for rekeying the entire facility. All keys shall be returned on the last working day of the contract period.

(b) The contractor shall take all reasonable precautions, as directed by the Government, or in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect Government property.

(c) Government property shall be used only in direct operations of providing contract services and shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by the contractor or the contractor's employees.

(d) The Government will furnish space within the building commensurate with the contractor's personal complement and operational requirements including locker rooms. Any existing equipment such as clothes lockers, tables, benches, chairs, etc., placed within the building by the Government, may be used by the contractor during the term of the contract. This equipment must be kept neat and clean and be returned to the Government at the expiration of the contract in reasonably the same condition as at the time of entering into the contract.

(e) Space in the building will be assigned to the contractor for the storage of an inventory of his/her bulk supplies, replacement parts, and the equipment which he will use in the performance of work under the contract. The contractor shall maintain this space in a neat and orderly condition. The Government will not be

responsible in any way for damage or loss to the contractor's stored supplies, materials, replacement parts, or equipment.

C7. Reference Materials - Drawings, Wiring Diagrams, Manuals

(a) The Contractor shall be solely responsible to determine which materials are required to effectively perform the job and inform the COR thereof. The Government shall make available to the Contractor, any and all such materials already at its disposal and all offerors may examine same at any reasonable time before submitting proposals upon making arrangements with the COR. Such examination by offerors shall take place at the job site only. The unavailability of such materials does not relieve the Contractor of his/her responsibility to provide full maintenance, service, repairs and testing as required by the contract.

(b) Any and all drawings and wiring diagrams used by the Contractor for work under this contract shall be considered the property of the Government and shall be accessible to the COR at any time, and be turned over upon demand. The contractor will annotate on the wiring diagrams, all wiring changes performed or discovered.

C8. Inspection and Testing Services

(a) Elevator/Escalator Safety Inspections

The contractor shall be responsible for having the following inspections accomplished by individuals certified and qualified in accordance with the requirements of the latest edition of **ASME QEI-1, Standard for the Qualification of Elevator Inspectors**. The name of the inspector(s) and evidence of certification will be submitted to the COR for approval. The contractor shall provide personnel who are familiar with the equipment to perform tests and assist the inspector.

(1) The contractor shall schedule and have performed the periodic inspections and tests of all elevators at the recommended intervals found in the effective edition of **ASME A-17.1 and A-17.2**. The maintenance contractor must subcontract for the performance of the safety inspections with individuals/firms independent of the maintenance contractor's organization. The contractor shall furnish a copy of the inspection schedule to the COR five (5) days after award. This schedule shall clearly indicate the edition of **ASME A-17.1/2 being used on this contract**. The COR will be advised of any changes to the schedule and notified 5 working days in advance of the inspection date to afford the COR an opportunity to observe the inspection. The required semiannual inspection of the emergency signaling device (alarm) and the means of two-way communications must be documented.

(2) The contractor shall provide a qualified employee to accompany the inspector during the inspection.

(3) The contractor shall furnish a written report of each inspection to the COR. The report shall be submitted on the following checklists from the **American Society of Mechanical Engineers (ASME): Checklist for Inspection of Electric Elevators, Checklist for Inspection of Hydraulic Elevators, or Checklist for Inspection of Escalators and Moving Walks**, as appropriate and shall include a written list of deficiencies. The contractor shall be responsible for the correction of all listed deficiencies within the scope of the contract by the date specified by the COR and submitted on the appropriate QEI form and/or its supplements. Any deficiencies marked "emergency" must be corrected immediately. When all listed deficiencies have been corrected the contractor shall sign and date the inspection report and return it to the COR. The COR and/or GSA Inspector will conduct regular inspections using the Elevator Inspection Form as shown in Section J, Exhibit 7.

(4) The contractor shall be responsible for obtaining the signed **GSA Form 55, Certificate of Elevator Inspection**, and **GSA Form 55A, Acknowledgment of Elevator Inspection Certification**, from the elevator inspector. Copies of **GSA Forms 55 and 55A** will be provided to the COR. **GSA Form 55** will be displayed in the elevator car.

(b) Adjustments and Tests

(1) The contractor is responsible for the accomplishment of all tests required, at the intervals specified and in accordance with, **the American National Standard Safety Code for Elevators and Escalators manual**. Copies of all test results will be furnished to the COR.

(2) The contractor shall maintain the elevators as stated in **Section J, Performance Standards** and within the limits of the American National Standard Safety Code for Elevators and Escalators.

Measurements of elevator speed, door opening and closing times, performance time, door closing force,

floor to floor performance times, mean times between service calls, ride quality, stopping accuracy, downtime, customer surveys, and review of preventive maintenance and inspection reports shall be the governing factors in determining the adequacy of the elevator maintenance.

(3) Firefighters Service controls must be maintained and tested. This testing shall be conducted monthly. Such tests shall be conducted such that they do not interfere with the normal operation of the building. A written inspection test log shall be kept in each elevator machinery room.

(4). The contractor shall check the Group Automatic Operation system annually and make necessary tests to ensure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer.

(5) Except for group supervisory control system tests or other tests on elevators and emergency service herein provided for, all work shall be performed during regular working hours or regular working days, Monday through Friday, excluding Federal holidays. Only when so authorized by the COR, may any portion of the work other than emergency service be performed outside of regular working hours.

(6) The Government reserves the right to require the contractor to make such tests as and when deemed advisable to ascertain that the requirements of this contract are being fulfilled. All tests shall be scheduled through the COR and the Government reserves the right to witness all testing.

C9. Uniforms

The contractor shall require all employees to wear distinctive uniform clothing for ready identification, and assure that every employee is in uniform no later than the time specified by the COR or, otherwise, no later than 10 work days from the date an employee first enters on duty. The uniform shall have the contractor's and the employee's name, easily identifiable, affixed thereon in a permanent or semi-permanent manner such as a badge or monogram. Any color or color combination, as appropriate, may be used for the uniforms, except green.

C10. On Premise Requirements

(a) The Contractor shall have qualified personnel at the minimum to visit the site 4 hours weekly during normal working hours, Monday through Friday, excluding Federal holidays, to monitor the operational status of the elevator system and respond to all types of service calls for the John F. Seiberling Federal Building & USCH, 2 South Main Street, Akron, Ohio and 2 hours monthly for the Donald J. Pease Federal Building, 143 W. Liberty, Medina, Ohio.

C11. Service Calls

(a) The Contractor shall respond promptly (within 2 hours) to requests for service. Service calls are responses and subsequent repairs or adjustments of elevator equipment and systems or problems reported to the Contractor by building occupants or GSA personnel. If the service call cannot be resolved within 2 hours, the Contractor shall immediately secure the elevator and notify the COR of the problem and the time and date corrective action will be completed (excluding priority elevators such as freight or Judge's). In the case of priority elevators, work shall continue with immediate notification to the COR of the problem and time and date corrective action will be completed.

(b) The Contractor shall maintain a service call log or record which shall be available for inspection by GSA at all times. As a minimum, the call log or record shall contain the information specified herein.

(1) Name of Caller.

(2) Description of problem; location where problem exists.

(3) Time and date call was received.

(4) Description of the action taken to resolve the problem and the time and date corrective action was taken.

C12. Emergency Call-Back Service

(a) Emergency call-back service consists of promptly responding to requests for emergency service 24 hours per day, 7 days per week. The contractor shall report to the site of the emergency within 30 minutes of the time of notification and shall remain on the job until the emergency has been resolved. If the situation cannot be resolved immediately, the Contractor shall promptly notify the COR of the time and date corrective action will be taken. Requests for service may be made by the COR by telephone or other means. Emergency service consists of freeing individuals trapped in a stalled car, restoring inoperative elevators which are causing

disruption to the arrival and departure of building occupants, or other situations determined by the COR to be an emergency nature.

(b) For service other than what is considered to be an emergency, outside the normal working hours of 7 a.m. to 6 p.m. Monday through Friday, the contractor shall report to the site within 2 hours after time of notification. If the situation cannot be resolved within 2 hours, the elevator shall be secured, (excluding priority elevators such as freight or Judge's), with the contractor promptly notifying the COR of the problem and the time and date corrective action will be completed. In the case of a priority elevator, work shall continue with immediate notification to the COR of the problem and time and date corrective action will be completed.

(c) Requests for service may be made by the COR or his/her representative by telephone or other means.

(d) The contractor will include all costs for emergency call-back services during the normal business hours of 7 a.m. to 6 p.m. in the monthly price for basic services. The contractor will be reimbursed at the hourly rate specified in **Section B** for emergency call-back service during other than normal working hours.

C13. Overtime Services

(a) During the term of the contract, the COR may require the Contractor to use overtime to perform work within the scope of this contract for the purpose of expediting return of an elevator to operating condition or to minimize disruption to building occupants. The use of overtime will be authorized only by the COR or his/her designee. The number of overtime hours to be included in the monthly price for basic service will not exceed 6 hours for the initial 12 month period for the John F. Seiberling Federal Bldg. & USCH and 4 hours for the initial 12 month period for the Donald J. Pease Federal Bldg. and will not exceed 4 hours for the Option Lot periods for the John F. Seiberling and 2 hours for the Option Lot Periods for the Donald J. Pease Federal Bldg.. In the event additional overtime services are required in excess of the maximum established for the contract term, the cost of the additional overtime services will be negotiated by the Contractor and CO or COR.

(b) The Contractor will include all costs for overtime services in the monthly price for basic services.

(c) There will be no reimbursement for maintenance and testing services performed outside of normal business hours when the requirement to perform the work outside normal business hours is established in the solicitation.

C14. Additional Services

Additional services are defined as any work, requested and authorized by the Government that is within the scope of this contract but in addition to the contract requirements. Any work of this nature detected by the Contractor shall be immediately reported to the COR, but work shall not be performed until the Contractor and the CO or COR as appropriate have reached an agreement on the price to accomplish the project. Work shall be performed immediately, if necessary (i.e., an emergency), although typically a 48 hour notice will be given.

(a) Labor Costs - The Contractor shall price labor hours at the rate specified in **Section B, SUPPLIES OR SERVICES AND PRICES**. The Contractor's expenses for overhead, General and Administrative (G&A), and profit are already included in this labor rate. Thus, no separate allowances for travel time, parking, overhead, G&A or profit can be applied.

(b) Materials and Parts - The Government reserves the right to furnish any or all parts and/or materials required for a particular repair/replacement. If the Contractor furnishes the parts and or materials, the price to be paid shall be on the basis of established catalog or list prices in effect when the parts and/or materials are furnished, less all applicable discounts, but in no event shall such price be in excess of the Contractor's sale price to his/her most favored customers for the same item in like quantity, or the current market price, whichever is lower.

(c) All orders for maintenance repair/replacement work must be placed or confirmed by issuance of a **GSA Form 300, Order for Supplies and Services**. The **GSA Form 300** will describe the work to be performed, the time for completion, and the total price for the work. In emergency situations oral orders are permitted,

which will be confirmed within 5 working days by issuance of a **GSA Form 300**. Orders of \$2,500.00 or less may be processed using either direct pay procedures or the Government-wide commercial purchase card, which is the preferred method to purchase and to pay for micro-purchases.

(d) The Government reserves the right to perform the work using whatever resources are available.

C15. Work Scheduling and Reporting Accomplishments

The Contractor shall instruct his/her personnel that any time they perform work under this contract they shall comply with the following procedures:

(a) Contact the CO or their designee or his/her designated representative when first arriving at the building.

(b) If the work is of a continuing nature, a check-in visit is required each day.

(c) At the completion of the work, the contractor's employees shall submit to the CO or their designee or the designated representative a copy of a work order, repair order or a form (in hard copy or electronic format) which will furnish the following information:

(1) Name and address of the Contractor.

(2) Name of Contractor's employee in charge of the work

(3) Date(s) work performed and hours expended.

(4) Brief description of work performed including equipment identification.

(d) Work Scheduling Requirements

Five (5) days after award, the Contractor shall submit their proposed method for compliance with the Maintenance Control Program (MCP) identified in **Section C2(f)**, including their proposed preventive maintenance logs, detailed service call logs, fireman's emergency operation logs, and emergency communications testing logs for each piece of equipment covered by this contract to the COR.

(e) Reporting Requirements

Maintenance performed should be in accordance with the approved maintenance control program (MCP). Within 5 work days after the end of the month, a monthly progress report shall be submitted to the COR.

This report shall indicate the preventive maintenance work performed on each piece of equipment by the type, equipment number, and location, in accordance with the MCP requirements, and any additional work performed in addition to these requirements.

A detailed report on all service calls shall be provided, indicating all available information on the service call, including the date and time of the call, the specific problem reported, the person reporting the problem, who was sent in response to the call, identification of the specific problem, any corrective action or repairs that were done, all parts that were replaced, and when the elevator was returned to service.

Any service calls that resulted in extended shut downs must be identified with the reason for the delay being clearly stated. Any equipment still out of service at the end of the month must be identified, with an explanation for the delay, along with an action plan to return the equipment back to service, and an estimated date for the return to service.

Any work that required emergency call-back or overtime hours must be identified and all hours used clearly stated.

C16. Quality Control/Quality Assurance

(a) Quality Control Plan (QCP)

A COMPLETE QUALITY CONTROL PLAN (QCP) SHALL BE ACCEPTED BY THE CONTRACTING OFFICER (CO) PRIOR TO AWARD OF A CONTRACT.

The contractor shall prepare and implement a written quality control plan as described below. The Contractor must maintain continuity of services, without interruption, throughout the entire term of the contract. To maintain these critical services, the Contractor shall execute specific, detailed plans how this service continuity will be maintained. Plans (deliverables) are described as follows:

This paragraph establishes the minimum requirements for a quality control system to be provided and maintained by the Contractor. The Contractor shall ensure that the required services specified in this contract, meet the quality standards outlined in the contract. All work performed under this contract shall be of the highest quality, consistent with best industry practices, to assure timely provision of services, optimum tenant agency satisfaction, and adequate protection of Government assets. The Contractor is responsible for the day-to-day inspection and monitoring of all Contractor work performed to ensure compliance with contract requirements. The results of all quality control inspections conducted by the Contractor shall be documented on inspection reports (warranted as presented) and provided to the COR as required **or on the last workday of each week**. It is also applicable for subcontractors where Government inspection is required. In such cases, it is the contractor's responsibility to include in writing in each subcontract the use of this standard by his/her subcontractor. The Contractor must revise the plan at no additional cost to the Government during the life of the contract as necessary to ensure that contract objectives are met. All revisions must be accepted by the COR. The Quality Control Plan shall include, but not be limited to:

(1) **Task and Frequencies:** A plan which indicates tasks to be performed and the frequency associated with each task.

(2) **Inspection Methods and Frequencies:** An inspection system, which shall include all requirements listed in the Performance Work Statement and inspection procedures such as some or all of the following methods: type of inspection, frequency of inspection, acceptance/rejection criteria, disposition of rejected services, corrective action, error rate, and procedure for recording results of inspections. Specify areas to be inspected, when inspections will occur and titles of individuals performing inspections. The QCP must identify how the Contractor will correct noted deficiencies immediately. Any changes to the inspection systems during the life of the contract must be accepted by the COR. Critical equipment must be placed back in service at the end of the day. The administrative methods the Contractor will use for identifying, correcting, and preventing defects in the quality of service performed before such level of performance becomes unacceptable to the COR. The contractor should include plans for revising job schedules as new and better ways are found to perform given tasks.

(3) **Roles and Responsibilities of Key Personnel:** This must include the Contractor's staffing levels (including supervision) depicting various job classifications (e.g. 2 journeyman elevator mechanics, 1 supervisor). Refer to **Section C4**, for qualifications. A roster by name and job title must also be provided. Individual responsibilities for oversight of the QCP and functions associated with such oversight as well as authority in dealing with Government contracts shall be identified.

(4) **Records and Files:** A description and/or samples of the forms, records, reports, and files the Contractor intends to utilize and keep on-site, which will indicate both the inspections conducted by the Contractor and necessary corrective action taken (as appropriate). Copies of all QCP related inspection reports and other documents shall be made available to the COR when requested. All such documents shall be maintained at the service location for the life of the contract, unless this requirement is waived in writing by the COR.

(5) **Employee Training:** The Contractor must identify how quality training of his employees at the facilities specified in this contract will take place. The Contractor must specify when and where training will take place, as well as the proposed content of training classes.

(6) **Progress Report:** The Contractor must submit **quarterly** to the COR a self-evaluation report detailing the quality of service provided during the prior quarter. The report is due **within 5 business days of the end of the quarter**. This report shall include as a minimum the result of the quality control inspections, an

explanation of efforts taken in the prior quarter to improve service and efforts planned for the present quarter to improve quality.

(7) **Strike Contingency Plan (SCP):** The Contractor shall prepare a Strike Contingency Plan to be used in the event of a strike by his employees. This separate document shall include the following information:

(i) **Support Personnel:** The SCP shall describe in detail how the Contractor will staff the building to provide the services defined in this specification during strikes by his employees as well as employee absenteeism.

(ii) **License and Certifications:** The SCP shall describe in detail how the Contractor will provide personnel that meet experience requirements, assuring the Government that all temporary or replacement employees (including subcontractor employees) will meet the experience and license requirements defined in this contract. **TEMPORARY OR REPLACEMENT PERSONNEL MUST MEET SECURITY CLEARANCE REQUIREMENTS.**

(8) **Contractor Emergency Plan (CEP):** The Government's Occupant Emergency Plan (OEP) is used by the COR during building emergencies. Designated contractor personnel, including the on-site supervisor(s), shall be thoroughly familiar with the Government's OEP and shall be trained by the Contractor to fully understand their responsibilities relative to each emergency plan. The contractor shall participate in tornado and fire drills.

Emergency Situation Examples: Contractor participation in emergency plans shall be mandatory during building related emergencies or natural disasters. The Contractor shall be required to perform the services required by the contract and as identified by the Property Manager and/or COR to the extent allowed during all emergency situations including but not limited to fires, accident and rescue operations, Contractor personnel strikes, civil disturbances, natural disasters, and utility service outages. This separate document shall include at a minimum, the following:

(i) **Procedures:** The Contractor's communication procedures to be used in providing continuous communication support to the COR during emergencies.

(ii) **Employee Information:** The name, telephone number and current position of each employee (in the form of a roster) that will participate in the CEP. The mobile telephone numbers and/or pager numbers of each employee that will participate in the CEP.

(iii) **Employee's Duties:** The specific functions that each employee will perform during emergency situations.

(iv) **Temporary or Subcontractor Employees:** If temporary or subcontractor employees are to be used, the same information is required as in the Strike Contingency Plan. **TEMPORARY OR SUBCONTRACT PERSONNEL MUST MEET SECURITY CLEARANCE REQUIREMENTS.**

(b) **Elevator Quality Assurance Plan**

(1) **General:** The procedures and methods established in this Quality Assurance Plan will serve as a guide for all parties involved ensuring that tenants and the GSA receive the services paid for and specified in this contract.

(2) **Partnering:** In order to have an effective contract administration program that also ensures a successful business relationship between GSA and the contractor, all parties involved in the service delivery process must work as a team and foster open and honest communication at all times. Close coordination and active cooperation on a continuous basis between the contractor and those representing the Contracting Officer are necessary to ensure a clean, safe and healthy working environment, and a well maintained and operated building.

GSA/Contractor Meetings: An initial step in avoiding disputes and claims is to settle minor problems and misunderstandings at the lowest possible level. Accordingly, the contractor or the contractor's on-site representative shall **meet with the COR** or his representative frequently, but **not less than twice each month** during the first three (3) months of the contract. Thereafter, meetings shall be as often as necessary at the discretion of the COR, but not less than once per month. A mutual effort shall be made to resolve all problems identified during these meetings.

Specific topics to be addressed by the COR or his representative during the regular monthly meeting to determine contractor responsiveness may include such areas as: effectiveness of Quality Control Plan;

performance evaluation; corrective action plans; proposal submittals for extra services; and the management of subcontractor problems impacting overall contract performance/service delivery.

(3) **Performance Evaluation:** Both the contractor and the Government, at the time of contract award, have agreed upon all terms and conditions as stated in the contract. During the life of the contract, contractor performance will be documented by means of the Contractor Performance Assessment Reporting System (CPARS), written inspections, minutes of meetings, GSA/customer surveys and records which will be retained as part of the official contract file.

(4) **Effectiveness of Quality Control:** The COR shall assess the effectiveness of the contractor's Quality Control Program through review of reports required of the contractor, service delivery information, customer interaction, and by means of GSA inspections.

(5) **Service Delivery:** The quality and timeliness of the contractor's performance of the scheduled program and service call responses will be used to assess the overall service delivery. The contractor's service call program must document requests for service and responses. The contractor will make the service call records available for inspection by the COR at all times. If the contractor's performance remains less than satisfactory or fails to adhere to the contract specifications, the Government may contract for the services and charge the contractor for all costs incurred, including administrative costs.

(6) **Performance Objectives/Inspection Methods and Frequencies:** GSA representatives will make tours and inspections through the building and other areas covered by this contract with the contractor's representative, to ascertain the level of services being performed. The contractor will be informed of less than satisfactory performance. The inspections will be carried out as described on the Inspection Form. See **Section J, Exhibit 7**. Inspection reports will be made available to the contractor on a monthly basis only.

C17. Testing Schedule (All Elevators)

(a) Safety Tests

The safety tests, as required by **ASME A17.1**, shall be performed by the Contractor.

(b) Safety Inspection Schedule

The tests, as required by **ASME A17.1**, shall be performed as stated below and witnessed by an independent certified inspector.

Base Period

Routine Tests (Semi-Annual)
OCTOBER 2014
APRIL 2015
OCTOBER 2015

Periodic Test (Annual)
APRIL 2015

5 Year Safety Test
N/A

Option I

Routine Tests (Semi-Annual)
APRIL 2016
OCTOBER 2016

Periodic Test (Annual)
APRIL 2016

5 Year Safety Test
N/A

Option II

Routine Tests (Semi-Annual)
APRIL 2017
OCTOBER 2017

Periodic Test (Annual)
APRIL 2017

5 Year Safety Test
N/A

Option III

Routine Tests (Semi-Annual)
APRIL 2018
OCTOBER 2018

Periodic Test (Annual)
APRIL 2018

5 Year Safety Test
N/A

Option IV

Routine Tests (Semi-Annual)
APRIL 2019
OCTOBER 2019

Periodic Test (Annual)
APRIL 2019

5 Year Safety Test
APRIL 2019

C19. Confined Spaces

(a) For the purposes of this Section, a confined space is defined as a space which by design has limited openings for entry and exit, unfavorable natural ventilation which could contain or produce dangerous air contaminants and/or is deficient in oxygen, and which is not intended for continuous employee occupancy. Confined spaces include; but are not limited to: elevator pits, boilers, ventilation and exhaust ducts, tunnels, and underground utility vaults.

(b) If work will be performed in confined spaces, the Contractor shall utilize trained and competent personnel to perform the necessary monitoring, documenting the atmospheric condition of the confined spaces, and submit one copy of a report to both the CO and the COR addressing: description of confined space work operations, date and time of testing, manufacturer/model/serial number of testing equipment, calibration date of testing equipment, test void date and/or time, if applicable, re-testing data, if necessary, concentrations of oxygen, combustible gases and toxic materials, necessary engineering controls, required personal protective equipment for each employee entering confined space, name employee identification number, and date and time of latest employee training in confined space entry procedures, and for each person performing testing, name, employee identification number and signature.

[illegible]

Section D Packaging and Marking

D1. Payment of Postage and Fees

All postage and fees related to submitting information including, but not limited to, forms and reports to the CO or the COR, shall be paid by the Contractor.

D2. Marking

All information submitted to the CO or the COR, shall clearly indicate the contract number of the contract for which the information is being submitted.

[illegible]

Section E Inspection and Acceptance

E1. Failure to Perform

(a) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. If the work remains deficient, the COR may have the work accomplished by other means and deduct the cost thereof from the monthly payment. When the defects in services cannot be corrected by re-performance, the Government may--

- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
- (2) Reduce the contract price to reflect the reduced value of the services performed.

(b) If the Contractor fails to promptly perform the services in conformity with the contract requirements or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may--

- (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
- (2) Terminate the contract for cause.

E2. FAR 52.246-4 Inspection of Services – Fixed Price (Aug 1996)

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may--

- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
- (2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may--

- (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
- (2) Terminate the contract for default

E3. ADDITIONAL REQUIREMENTS FOR INSPECTION OF SERVICES

(a) Government inspections and tests are for the sole benefit of the Government and do not—

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the contractor of responsibility for damage or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (d) below.

(b) The presence or absence of a Government inspector does not relieve the contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(c) The contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in the contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(d) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the contracting officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, or the Government's rights under any warranty or guarantee.

(e) The Government may charge the Contractor any additional cost of inspection or test when work is not ready at the time specified by the contractor for inspection or test or when prior rejection makes re-inspection of retest necessary.

E4. Inspection Methods

The Government will complete inspections to verify successful performance and evaluate compliance with contract requirements.

(a) Customer Complaints

The Government will maintain a customer complaint log. This log will be used as a supplement to other inspections, and as a tool for the Contract Inspector to indicate where further inspection may be required.

(b) Periodic Inspections

Periodic Inspections will be completed. These inspections will be used as an ongoing reference, recognizing that certain equipment will not always be at 100% compliance. These inspections will be completed using a percentage scale, with 100% being recognized as fully compliant. Equipment rated at a level below 75% will be considered unacceptable, and corrective action must be completed subject to the provisions listed in **FAR 52.246-4 Inspection of Services**.

(c) 100% Inspections

These inspections will be performed upon completion of Preventive Maintenance, or Repair items. For example, Preventive Maintenance is completed on a hoist unit, upon inspection, the hoist unit should be at 100% cleanliness and operating efficiency.

(d) Performance Standard (PS) Inspections

The Performance Standards listed in **Section J, Exhibit 2** will be used to determine the Contractor's performance. The Performance Standard (PS) inspections will be completed by the Government on a random basis. Results of the PS inspections will be available for the Contractor's review.

E5. Cancellation Clause - Reserved

E6. Deductions

(a) General

It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of the specifications and requirements in this contract. To this end, the Government is contracting for the complete performance of each task identified in the specifications, and deductions may therefore, be made as stipulated in this Section. Deductions for work performed improperly may be made as though the work has not been performed.

(b) Calculation of Deductions

The deduction criteria in this Section will be used by the Government in determining monetary deductions for nonperformance of work under this contract or for deficiencies in the work performed, and supplements the "Default" clause contained in the **SUPPLEMENTAL CONTRACT CLAUSES FOR BUILDING SERVICE CONTRACTS**, but does not reduce or limit the Government's right thereunder.

(c) Determination of Deduction Amounts

Inadequate performance is just as undesirable as nonperformance, and the cost of correcting inadequate performance may equal or exceed the cost of initial performance. See **Section E, Inspection and Acceptance, Failure to Perform**.

(d) Withholding Monies for Non-submission of Work Schedules

If the contractor fails to submit acceptable check charts and logs by the contract performance date or any extension granted by the CO or his/her designated representative all payments will be withheld until the items are received and approved by the Government.

(e) Withholding Monies for Non-submission of Reports

If the contractor fails to prepare and/or submit acceptable reports as called for in **Section C, DESCRIPTION/SPECIFICATION**, within the required time frame, this may be construed to mean that the contract work has not been performed and the Government will withhold all payments until the required reports are satisfactorily completed and/or submitted to the COR.

(f) Withholding Monies for Failure to Maintain and/or Provide Parts

If the Contractor fails to provide the parts specified in this solicitation, within 24 hours of establishment of the need for such parts, the Government will withhold all payments until the required parts are provided and are satisfactory to the COR.

(g) Removal of Elevator(s) from Service

When the Government removes one or more elevators named in this contract from service in order to perform work on such elevators that is outside the scope of this contract, the monthly payments due the Contractor may be reduced. The Contractor shall be notified, in writing, by letter or contract modification, at least 3 full work days in advance of the elevator(s) being removed from, or returned to, service. If the elevator(s) is to be removed from service for 30 consecutive calendar days or less, the deduction shall be determined on a daily rate calculated by dividing the number of piece(s) of equipment (including elevators and escalators) into the monthly price and further divided by the number of calendar days in the respective month(s). This daily rate shall then be multiplied by the number of calendar days the equipment was out. The period for reducing payments will begin on the effective date specified in the notice and will continue through the day before the elevator(s) is returned to service.

(h) Deduction Monies for Equipment Outages

The Government reserves the right to take a deduction for any piece(s) of equipment which remains out of service in excess of five (5) consecutive calendar days commencing the first day notification was given the contractor of the outage. The deduction shall be determined on a daily rate calculated by dividing the number of piece(s) of equipment (including elevators and escalators) into the monthly price and further divided by the number of calendar days in the respective month(s). This daily rate shall then be multiplied by the number of calendar days the equipment was out. The number of days shall be computed from the first day after the fifth consecutive calendar day after notification through the last day prior to service being restored.

(i) Deduction Monies for Failure to Respond to Service Calls

Deductions may be made at the following hourly rates for each hour or portion thereof, in one half an hour increments that the contractor fails to respond within two (2) hours for call-back services and/or within thirty (30) minutes for emergency services. In addition, the contractor will be held liable for all additional costs which result from the contractor's failure to respond.

1st Year:	\$285.12 per hour	2nd Year:	\$293.68 per hour	3rd Year:	\$302.48 per hour
4th Year:	\$311.56 per hour	5th Year:	\$320.90 per hour		

In the event services are not provided or required by the Government because the building(s) is closed due to inclement weather, unanticipated holidays declared by the President, failure of the Congress to appropriate funds, etc., deductions may be computed as stated in this paragraph.

(2) The deduction rate in dollars per day multiplied by the number of days services were not provided or required.

(k) Withholding Monies for Failure to Provide On-site Visits

1st Year:	\$285.12 per hour	2nd Year:	\$293.68 per hour	3rd Year:	\$302.48 per hour
4th Year:	\$311.56 per hour	5th Year:	\$320.90 per hour		

The Contractor will be held liable for all costs, including administrative costs, incurred by the Government as a result of the Contractor's failure to respond to and/or provide additional services.

(a) On a date not later than 90 calendar days prior to the expiration of the contract, the Contractor and the COR, or a designee, will make a complete and systematic examination of the elevators covered by this contract. The Contractor shall coordinate and schedule the examination with the COR.

(b) The COR will then prepare an Existing Deficiency Report listing all deficiencies noted during the examination, and not later than ten (10) working days following the examination, furnish a copy of the report to the Contractor.

(c) The Contractor will, before the expiration of this contract, correct all deficiencies noted in the Existing Deficiency Report.

[illegible]

Section F Deliveries or Performance

F1. Place of Performance

The service to be provided under this contract shall be accomplished at the building(s) listed below.



Location 1: John F. Seiberling Federal Building & USCH

Building Number: OH0194ZZ
Number of Stories: 9, which include 3 basement levels, B1, B2 and B3
Historic building status: N/A
Official Hours of Building Occupants: 7am – 6pm
Building size 425,412 Gross Square Feet
39,522 Gross Square Meters

These figures are estimates only; the offeror is responsible for verifying dimensions and quantities.



Location 2: Donald J. Pease Federal Building

Building Number: OH0100ZZ

Number of Stories 2

Historic building status: N/A

Official Hours of Building Occupants: 7am – 6pm

Building size 8699 Gross Square Feet

808 Gross Square Meters

These figures are estimates only; the offeror is responsible for verifying dimensions and quantities.

F2. Term of Contract

After award, the successful offeror will be given a written Notice to Proceed, and shall provide contractual services for a one year period commencing on the day specified in the Notice to Proceed. Work under this contract is expected to commence on or about November 1, 2014.

F3. Options

(a) The Government shall have the unilateral option of extending the term of this contract for 4 consecutive additional periods of 1 year each. Refer to FAR 52.217-9, Option to Extend the Term of the Contract - Services in Section I.

(b) The government may require continued performance of any services within the limits and at the rates specified herein. Refer to **FAR 52.217-8, Option to Extend Services** in **Section I**.

F4. Recognized Holidays

The holidays identified herein are recognized by the Government. Should a holiday fall on a weekend, the day designated by GSA (Government) shall be recognized as the holiday.

1. New Year's Day	6. Labor Day
2. Martin Luther King Day	7. Columbus Day
3. President's Day	8. Veteran's Day
4. Memorial Day	9. Thanksgiving Day
5. Independence Day	10. Christmas Day

[illegible]

Section G Contract Administration Data

G1. Payment (General)

Payment for recurring monthly services will be made on the basis of a monthly invoice, in arrears. Invoices must be submitted by the 5th business day of the month to GSA's Office of Finance, listed below.

The Contractor is reminded that there are documents that are required to be prepared and submitted as part of the performance of this contract (refer to Section J, Exhibit 6). Monthly invoices must be submitted after all required paperwork has been sent to the COR. Invoices received prior to the Government's receipt of the required submittals will be rejected. Please refer to FAR 52.232-25.

General Services Administration, Finance
P.O. Box 17181
Fort Worth, TX 76102

G2. Method of Payment

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information, in writing, to the CO not later than five (5) days after award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s)

(i) To whom check payments are to be sent, and

(ii) Who may be contacted concerning the bank account information requested herein.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institutions' 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(a) Address and telegraphic abbreviation of the correspondent financial institution.

(b) The correspondent financial institution's 9-digit **ABA** identifying number for routing transfer of funds.

(c) Any changes to the information furnished under **paragraph B** of this clause shall be furnished to the CO, in writing, at least 30 calendar days before the effective date of the change. It is the Contractor's responsibility to furnish these changes thirty (30) calendar days before submitting invoices to avoid invoices being returned as improper.

(d) The document furnishing the information required in **paragraphs B and C** must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number (**OMB Control Number 1510-0050**).

G3. GSAR 552.232-77 Payment By Government-wide Commercial Purchase Card (Mar 2000)

(a) Definitions. "Government-wide commercial purchase card" means a uniquely numbered credit card issued by a contractor under GSA's Government-wide Contract for Fleet, Travel, and Purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

"Oral order" means an order placed orally either in person or by telephone.

(b) At the option of the Government and if agreeable to the Contractor, payments of \$25,000 or less for oral or written orders may be made using the Government-wide commercial credit card.

(c) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.

(d) Payments made using the Government-wide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

G4. EVALUATING CONTRACTOR PERFORMANCE

The General Services Administration is using the Contractor Performance Assessment Reporting System (CPARS) module as the secure, confidential, information management tool to facilitate the performance evaluation process. CPARS enables a comprehensive evaluation by capturing comments from both GSA and the contractor. The website for CPARS is <http://www.cpars.gov>.

Completed CPARS evaluations are sent to the Past Performance Information Retrieval System (PPIRS) which may then be used by Federal acquisition community for use in making source selection decisions. PPIRS assists acquisition officials by serving as the single source for contractor past performance data.

CPARS Registration

Each award requiring an evaluation must be registered in CPARS. The contractor will receive several automated emails. Within thirty days of award, the contractor will receive an e-mail that contains user account information, as well as the applicable contract and order number(s) assigned.

Contractors will be granted one user account to access all evaluations.

CPARS Training

Contractors may sign up for CPARS training. A schedule of classes will be posted to the CPARS training site (<http://www.cpars.gov/allapps/cpcbtdlf.htm>) and updated as needed.

CPARS Role - Contractor Representative (CR)

All evaluations will be sent the Contractor Representative (CR) named on your award. Access to CPARS will be granted to the CR after the award is registered in the system.

The CR will be able to access CPARS to review and comment on the evaluation. If your CR is not already in the CPARS system, the contracting officer will request the name and email address of the person that will be responsible for the CR role on your award.

Once an evaluation is ready to be released the CR will receive an email alerting them the evaluation is ready for their review and comment. The email will indicate the time frame the CR has to respond to the evaluation; however, the CR may return the evaluation earlier than this date.

The contractor must promptly notify the Contracting Officer of any change in their CR to allow the update to be made in the system.

GSA shall provide for review at a level above the contracting officer (i.e., contracting director) to consider any disagreement between GSA and the contractor regarding GSA's evaluation of the contractor. Based on the review, the individual at a level above the contracting officer will issue the ultimate conclusion on the performance evaluation.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file.

G5. CONTRACTING OFFICER (CO)

The CO has the overall responsibility for administering this contract. He/she alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and delivery schedules; make final decisions on disputed deductions from contract payments for nonperformance or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. Additionally, he/she may delegate certain other responsibilities to his/her authorized representatives.

G6. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR is designated by the CO at time of award and if necessary revised by letter during the contract period to assist him/her in discharging his/her responsibilities. The responsibilities of the COR include, but are not limited to: Evaluating Contractor performance with the Government's representative at the work site; advising the Contractor of proposed deductions for nonperformance or unsatisfactory performance; compliance with contract requirements insofar as the work is concerned; issuing purchase orders and advising the CO of any factors which may cause delay in work performance. The COR will assist in the discharge of the Contracting Officer's responsibilities when the Contracting Officer is unable to be directly in touch with the contract work.

G7. DESIGNATED ORDERING OFFICIALS

The Contractor shall provide services only as authorized by the Contracting Officer. A list of Designated Ordering Officials under this contract will be provided to the Contractor by separate letter. Ordering Officials may be added or deleted as personnel changes necessitate. The Contractor will be informed of such changes in writing.

G8. LIMITATION OF GOVERNMENT'S OBLIGATION - GSA, Contracting Officer to complete after award

(a) Contract line item(s) * through * are incrementally funded. For these item(s), the sum of \$ * of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in Paragraph (J) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor shall be notified that funding is available by email (as annotated on the award document) to the contractor 15 days prior to the incremental funding dates as outlined in Paragraph J. Notice of funding will also be provided via a website (<https://finance3.gsa.gov>). If after such notification additional funds are not allotted prior to the expiration date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with the contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below in Paragraph J, in amounts sufficient for timely performance of the contract line item(s) identified in

Section H Special Contract Requirements

H1. COMPLIANCE WITH SECURITY REQUIREMENTS

(a) The Contractor shall comply with all GSA and tenant agency security requirements in the building(s) where work is being performed.

(b) When a controlled personnel identification access system is used by a tenant agency at a site where work is performed, the tenant agency will be responsible for providing any required access credentials. Credentials shall be displayed at all times or as otherwise required by the tenant agency.

H2. IDENTIFICATION CREDENTIAL

- a. Upon receipt of a favorable suitability determination, each Regular or Temporary Employee shall be issued an identification credential (Credential) permitting regular access to the building(s) where work is being performed.
- b. Regular or Temporary Employees with Credentials shall be required to comply with all applicable access security screening procedures applicable to Government or other personnel possessing similar Credentials.
- c. All Contractor or subcontractor employees possessing Credentials shall visibly display their Credentials at all times while in the building(s) where work is being performed.
- d. The Contractor shall be responsible for ensuring that all identification credentials are returned to the Government when a particular Contractor or subcontractor employee will no longer be providing service under the Contract at the building(s) covered by the Credential.
- e. The Contractor will notify the Government when Credentials are lost. In that event, the Contractor will be responsible for reimbursing the Government for its cost in issuing a replacement Credential.
- f. ID's shall be worn with the photo and name facing away from the employee to facilitate easy identification of the employee. Any employee who is not wearing the ID or wears it backwards shall be considered out of uniform and removed from the building that day. The CO or their designee, Government law enforcement, or security personnel shall periodically verify passes of Contractor employees with their personnel identification. Contractor employees shall comply with security verification procedures at all times.
- g. The Contractor will be responsible for paying the Government for replacement credentials at the current cost per badge. The cost of the replacement ID shall be applied to the contractor through the proposed deduction process. Replacement ID's will not be issued until the Contractor notifies the CO or their designee of the need for the replacement and an incident report is made and obtained through Department of Homeland Security, Bureau of Immigration and Customs Enforcement, Federal Protective Service (DHS, BICE, FPS).
- h. Building keys and key cards. The contractor shall identify those employees requiring keys or a key card to the building. Any employee requiring keys or a key card to the building must sign for the keys/card. The Contractor is responsible for replacement costs. If master key is given, it may require that the Contractor be charged the cost to re-key the entire building when key is lost. The cost of the replacement keys or key card may be applied to the contractor through the proposed deduction process.

H3. SUITABILITY DETERMINATIONS

- (a) All contract employees requiring routine unescorted access to Federally-controlled facilities and/or information systems for more than 6 months (Regular Employees) will be required to undergo a suitability determination before a facility identification card is issued. Prior to the time that an identification card is issued, such Regular Employees will be required to comply with normal facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable.
- (b) Failure of a Regular Employee to receive a favorable suitability determination shall be cause for removal of the employee from the work site and from other work in connection with the Contract.
- (c) Contract employees working less than 6 months (Temporary Employees) may, at the Government's option, be required to undergo a lesser form of suitability determination. Prior to the time that an identification card is issued, if at all, such Temporary Employees will be required to comply with normal

facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable.

- (d) Temporary Employees who have not received a favorable suitability determination shall be escorted at all times while in non-public space, as directed by the Government.
- (e) The Government, at its sole discretion, may grant temporary suitability determinations to Regular or Temporary Employees. However, the granting of a temporary suitability determination to any such employee shall not be considered as assurance that a favorable suitability determination will follow.
- (f) The Contracting Officer or his/her designee shall provide the Contractor with required forms for obtaining necessary clearances. The Contractor shall be required to cause such forms to be returned to the Government for processing not later than 14 days following being provided by the Government.
- (g) The Contractor shall be responsible for planning and scheduling its work in such a manner as to account for facility access issues. Difficulties encountered by the Contractor in gaining access to facilities by its employees and subcontractors shall not be an excuse to any Contractor performance under the Contract.

-The award letter to the successful offeror will identify a GSA Security Sponsor for the security clearance process. Upon receipt of the letter, the awardee will immediately contact the GSA Security Sponsor for this contract and provide a Contractor security clearance point-of-contact (POC) for contractor and subcontractor employees. The Contractor POC will be responsible for ensuring timely submittal and accuracy of security clearance applications. He or she will also have the responsibility of monitoring and tracking all security clearance submissions. The GSA Security Sponsor will send additional forms and instructions regarding the security clearance process to the Contractor point-of-contact via email and will assist in determining whether GSA or the Contractor will be responsible for conducting the fingerprinting process. The Contractor POC will be required to submit a list of contractor employees for whom you are seeking security clearances, including their position on the contract. Compliance with the security clearance process will be a factor assessed in the Government's evaluation of contractor performance. Failure to submit all security clearance documents may result in the contract being terminated for default.

Process for long term employees (applicable for both ARRA and non-ARRA):

The automated Electronic Questionnaire for Investigations Processing (e-QIP) clearance system is used to conduct background suitability investigations of long-term clearances. Before receiving access to the e-QIP database, Contractor employees must complete the Contractor Information Worksheet. Completing this form and submitting electronically will assist in the efficient processing of contract applicant e-QIP invitations.

Individual Contractor Information Worksheets (CIW) are to be electronically submitted to the GSA Security Sponsor via the Contractor POC. In addition, individual CIWs should be completed for individuals who have had a prior investigation conducted or have been a U.S. resident for less than 3 years.

All forms should be sent electronically to the appropriate GSA Security Sponsor. The email attachments must be encrypted and the password should be sent in a separate email to help protect the personal identification information.

After the forms are found to be accurate and complete, GSA processes the e-qip invitation. Contractor employees will then receive an email invitation to the e-QIP database. This email will explain the process in detail.

Once the Contractor employee has completed all the e-QIP information, they are to print, sign and date the "Authorization to Release Information" and "e-QIP Investigation Request" signature forms. They also need to fill out the OF306 electronically, print, sign and date the form. They are to submit these forms along with their two copies of fingerprint charts, FD258 to the GSA Security Sponsor or the designated GSA Security Clearance Office for submission to FPS for adjudication.

Once FPS has completed all the necessary checks, the applicant will be notified of their preliminary status; either favorable or unfavorable. If the status is favorable, a security badge will be issued. If the status is unfavorable, a letter will be issued identifying a process for an appeal.

Process for short-term non-ARRA clearances:

Complete and submit hard copies of the following:

- Contractor Information Worksheet - The Contractor submits a Contractor Information Worksheet (CIW) with sections 1 and 2 completed to the GSA Security Sponsor for each proposed contract employee.
- OF-306 Declaration For Federal Employment (required sections only)
- Addendum to OF-306 (required sections only)
- Two copies of Fingerprint Charts, FD258. Proposed contract employees are required to have their fingerprints taken by a designated fingerprint service provider which may include: a local police station, Federal Protective Service (FPS), or GSA live-scan station, or other agency fingerprinting facility. If a GSA fingerprint facility is available and the applicant can then make an appointment to get fingerprinted. If not, the applicant is required to schedule their own fingerprint appointment with outside providers and is solely responsible for any associated costs. Applicants shall only use the GSA furnished fingerprint forms, not the online version which is unacceptable.

GSA will then submit the completed security clearance application and fingerprint charts to the Federal Protective Service (FPS), Department of Homeland Security, for adjudication. FPS then issues via email to the applicant and GSA Security Office an Enter On Duty Determination (EOD). If an applicant receives an unfavorable determination, the applicant cannot appeal. For those who receive an EOD, the Contractor POC will receive guidance from the GSA Security Sponsor regarding badging.

Process for short-term ARRA clearances:

Complete and submit hard copies of the following documents:

- GSA Form 850 – Temporary Contractor Information Worksheet. This form can be located on the GSA website via www.gsa.gov in the forms library.
- Two copies of Fingerprint Charts, FD258. Proposed contract employees are required to have their fingerprints taken by a designated fingerprint service provider which may include: a local police station, Federal Protective Service (FPS), or GSA live-scan station, or other agency fingerprinting facility. If a GSA fingerprint facility is available and the applicant can then make an appointment to get fingerprinted. If not, the applicant is required to schedule their own fingerprint appointment with outside providers and is solely responsible for any associated costs. Applicants shall only use the GSA furnished fingerprint forms. The online version is unacceptable.

GSA will then submit the completed security clearance application and fingerprint charts to the Federal Protective Service (FPS), Department of Homeland Security, for adjudication. FPS then issues via email to the applicant and GSA Security Office an Enter On Duty Determination (EOD). If an applicant receives an unfavorable determination, the applicant cannot appeal. For those who receive an EOD, the Contractor POC will receive guidance from the GSA Security Sponsor regarding badging.

Any employee hired after performance starts under this contract must submit the appropriate documents to the GSA Security Sponsor. No employee may begin work under a Federal contract without receipt of security clearances approved by the Department of Homeland Security, Bureau of Immigration and Customs Enforcement, Federal Protective Service (DHS, BICE, FPS).

NOTICE TO PROCEED (NTP) WILL NOT BE ISSUED UNTIL THE GSA SECURITY SPONSOR HAS OFFICIALLY NOTIFIED THE CONTRACTING OFFICER THAT SECURITY CLEARANCES FOR PROPOSED EMPLOYEES HAVE BEEN RECEIVED AND APPROVED BY THE DEPARTMENT OF HOMELAND SECURITY, BUREAU OF IMMIGRATION AND CUSTOMS ENFORCEMENT, FEDERAL PROTECTIVE SERVICE (DHS, BICE, FPS). PERMANENT CONTRACT STAFF WILL NOT BE ALLOWED TO WORK IN FEDERALLY CONTROLLED SPACE PRIOR TO OBTAINING THE APPROPRIATE BACKGROUND INVESTIGATION.

- A background criminal history check by name and date of birth from the State of Residence will be performed by GSA.

- No employee or subcontractor shall be allowed to perform any work under this contract without receiving prior clearance from GSA.

- The GSA Security Sponsor reserves the right to require the Contractor to resubmit the documents at any time. If requested by the GSA Security Sponsor, the requested forms shall be submitted to the GSA Security

Sponsor **within three working days** of receiving such a request. Failure to provide the documents within the specified time period will result in removal of the employee until such time that the documents are submitted, reviewed, and approved.

-The Government shall have, and exercise, full and complete control over granting, denying, withholding, and terminating clearances for any employee.

-Occupant agencies may require the Contractor and the Contractor's employees to obtain special clearances for access to certain areas covered under this contract. The GSA Security Sponsor will inform the Contractor when such clearances are required.

H4. GSA CRITERIA FOR ADJUDICATION

The following criteria were prepared under the guidelines of the Office of Personnel Management's (OPM) FPM Supplement 731-1, "Determining Suitability for Federal Employment," and guidelines from GSA's Office of Audit Resolution and Internal Controls. The criteria for adjudication have been approved by the GSA General Counsel. The following criteria are used by trained regional and/or National Office personnel security specialists, to determine the eligibility of prospective construction, service contract employees, and child care providers.

As a general guideline, the criminal history background records are examined for construction, service contract employees, and child care providers for the previous 5 years, (for contract guards the previous 10 years). However, the entire record is reviewed to ascertain if any serious offenses or incidents are noted that would disqualify. Criminal history background checks for construction, service contract employees are good for as long as they are working on a GSA contract and have not had more than a 2 year break in service. Child care providers are conducted every 5 years.

All information of record, both acceptable and unacceptable, will be assessed in terms of its relevance, recentness, and seriousness, while keeping in mind that the objective is to provide fair, impartial, and equitable treatment of all employee applicants. The limited criminal history checks may reflect juvenile records, psychological referrals or information sealed by court order or statute, which would be given special consideration.

The principal factors used in the adjudication process in determining whether a person's conduct would be expected to interfere with the ability of the applicant(s) to function in the position, or if the applicant's past conduct was such that the safety of Federal employees and/or visitors to delegated and/or GSA-controlled facilities would be in jeopardy, are outlined below:

-Any type of misconduct or negligence in prior employment which would have an affect on the quality of security and protection provided to customer agencies or prior conduct which would interfere with or prevent a delinquency or misconduct in employment are: attitude, personality, conflict insubordination, absenteeism/attendance, rules/regulation violation and pattern of unemployment based on misconduct or delinquency as reflected in employment history.

-Criminal or dishonest conduct related to the duties to be assigned to the applicant/employee and/or the performance of such duties. The following crimes are acts which could disqualify prospective or regular employees:

Abuse or neglect of a child or other dependent person entrusted to their care.

Child molestation.

Forcible or statutory rape.

Possession and sale of narcotics and/or dangerous drugs.

Arson.

Murder.

Kidnapping.

Robbery.

Burglary.

Larceny.

Theft.

Aggravated assault.

Buying, receiving or possessing stolen property.

Embezzlement, forgery, counterfeiting.

Fraud.

Under ATF Standards, any felony (for guards only who are required to carry firearms).

Domestic violence issues.

-Intentional false statement, deception or fraud in examination or appointment.

-Refusal to furnish testimony required during an official investigation by Federal, State, and/or law enforcement officials.

-Found to be a chronic alcoholic by any court, which suggest that the condition would prevent the applicant/employee from performing the duties of the position, or that the condition would pose a serious threat to the property and safety of others. (If an applicant can present medical certification that he or she has thoroughly recovered or completed a rehabilitation program, this will be weighted accordingly).

-Illegal use of narcotics, drugs, or other controlled substances, without evidence of rehabilitation.

-Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question.

-Serious misconduct while in the military service which is indicative of conduct unacceptable for child care providers and/or other contract personnel.

-Is a fugitive from justice.

-Is an illegal alien in the United States or is an alien who is not entitled to accept gainful employment.

-Has been committed voluntarily or involuntarily to a mental hospital or institution, unless the applicant can present medical certification of recovery.

-In the absence of convictions, when the examination of the circumstances involved is a pattern of arrests, or an arrest for a single serious crime indicates that an applicant is unacceptable for a position.

-In the event information is developed that a contract employee has been arrested; National Office FPS will re-evaluate until this function is transferred to the region. The regional reviewing official will re-evaluate to determine if the employee should continue to work. Department of Homeland Security, Bureau of Immigration and Customs Enforcement, Federal Protective Service (DHS, BICE, FPS) will ensure the contractor takes appropriate action, and if the employee needs to be removed, a letter of removal will be sent to a contractor.

-Financial responsibility such as pattern of non-support judgment tax lien or other default with no attempt at restitution, illegal gambling, eviction, or other irresponsibility as reflected in credit history, disregard for debts, abuse of fiduciary trust.

-Immoral conduct when a pattern of misconduct is shown by conviction records, medical treatment, public knowledge, child molestation, sexual assault, statutory rape, incest, bestiality, or convictions of or involvement in other sex related crimes.

-If information is developed related to disruptive or violent behavior such as assault, damaging property, destroying property, vandalism, criminal/malicious mischief, harassment, or other patterns of violence as reflected in conviction records.

-Any issue relating to firearms/weapons such as carrying concealed firearms/weapons brandishing firearm, possession of firearm by a felon, possession of loaded firearm or explosives, improper/illegal sale or transportation of firearms or explosives, illegal manufacture of firearm/explosives.

-Right of Review. A person who receives an unfavorable determination will be provided reasonable time (30 days) after the individual receives written notification that derogatory information is contained in the individual's background check which needs clarification. He/she may challenge the accuracy of the information contained in the FBI criminal history records; past employment history and/or State criminal history repositories; or provide additional facts, proof and supporting documents outlining any mitigating circumstances affecting any information maintained in the criminal history records the FBI obtained based on the individual's fingerprints or other records. Further, he/she will be advised that he/she has the right to obtain copies of information made available to GSA.

H5. Standards of Conduct

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. The Contractor is responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use GSA or tenant agency supplies, equipment or telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on their employer and the Federal Government. No smoking is allowed in the building.

H6. Removal from Contract Work

As provided in the clause entitled "Qualifications of Employees", the contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property. This shall include, but not be limited to, instances where an employee is determined, in the Government's sole discretion, to be incompetent, careless, insubordinate, unsuitable or otherwise objectionable.

A contractor employee may also be removed where the continued employment of the contractor employee in connection with the Government work is deemed, in the Government's sole discretion, contrary to the public interest, inconsistent with the best interests of security, or a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.

Where a contractor employee is granted a temporary suitability determination, and an unfavorable final suitability determination is later rendered, the Government may insist on the employee's removal from the work site and from other work in connection with the Contract.

The Contractor shall be responsible for providing replacement employees in cases where contract employees are removed at no additional cost to the Government. Under the following conditions, the CO or representative may request the Contractor to immediately remove any employee from the work site:

- a. When the Government determines the employee to be incompetent, careless, insubordinate, unsuitable, or otherwise objectionable.
- b. When the Government deems the employee's continued employment to be contrary to the public interest, inconsistent with the best interests of security, or when the employee is identified as a potential threat to the health, safety, security, general well being, or operational mission of the facility and its population.

The CO or their designee may also request the Contractor to immediately remove any employee from the work site if it is determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons or who are found to be unfit for performing duties during their tour of duty.

Contractor employees who are removed from contract work must be required to leave the work site immediately.

The Contractor must comply with any removal request. For clarification, a determination to remove an employee will be made for, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

- a. Failure to receive a suitability determination, temporary clearance, or clearance from GSA or a tenant agency.
- b. Violation of Federal, State, or local law.

- c. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes the carrying or possession of explosives or items intended to be used to fabricate an explosive or incendiary device.
- d. Neglect of duty, including sleeping while on duty, unreasonable delays, failure to carry out assigned tasks, conducting personal affairs during official time, refusing to render assistance, or to cooperate in upholding the integrity of the security program at the work site.
- e. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- f. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, fighting, or participation in disruptive activities that interfere with the normal efficient operations of the Government.
- g. Theft, vandalism, immoral conduct, or any other criminal actions.
- h. Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects while in or on federally controlled property.
- i. Improper use of Government identification.
- j. Unauthorized use of communication equipment on Government property.
- k. Violation of security procedures or regulations.
- l. Violation of Title 18, U.S.C., Section 930, which prohibits the knowing possession or the causing to be present of firearms or other dangerous weapons in Federal facilities and Court facilities.

The CO or their designee will make all determinations regarding the removal of any employee(s) from work site(s), except under certain conditions. When a CO or their designee is not available, either during the day or after hours, or in situations where a delay would not be in the best interest of the Government or the employee is identified as a potential threat to the health, safety, security, general well being, or operational mission of the facility and its population, the CO or their designee has the authority to immediately remove the contract employee from the work site.

Law enforcement officers of the Department of Homeland Security/Immigration and Customs Enforcement/Federal Protective Service (DHS/ICE/FPS) will have the authority to immediately remove any contract employee from the work site who is found to be in violation of any of the items mentioned above and where a delay in removal would not be in the best interest of the Government or security or is identified as a potential threat to the health, safety, security, general well being, or operational mission of the facility and its population. The CO or their designee will be notified as soon after the incident as practical or at the beginning of the next business day if an action happened after hours. The CO or their designee will make all official notifications to the Contractor. In the event of a dispute, the CO or their designee will make a final determination. Specific reasons for removal of an employee will be provided to the Contractor in writing.

The Contractor is responsible for providing replacement employees in cases where contract employees are removed from working at the work site or on the contract at no additional cost to the Government.

H7. GSAR 552.237-71 QUALIFICATIONS OF EMPLOYEES (MAY 1989)

(a) The contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.

(b) The Contractor shall fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. These forms shall be completed electronically unless that would create a hardship for the individual. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.

(c) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

H8. Recording Presence

Each contract employee must sign in when reporting for duty, sign out when leaving at the end of the work day, and sign in/out each time the employee enters or leaves the facility. All supervisory contract employees must indicate their titles alongside their signatures. GSA Form 139, Record of Arrival and Departure from Building During Security Hours, or time clock designated to be used by the Contractor personnel only, shall be used for this purpose. The use of the GSA Form 139 or time clock and the sign in and sign out location will be designated by the COR.

H9. Other Contracts

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and Government employees and carefully fit his/her own work with such additional work as may be directed by the COR. The Contractor shall not commit or permit any act that will interfere with the performance of work by another Contractor, or by Government employees.

In any case where the fulfilling of the requirements of the contract or any restoration work embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, the Contractor shall restore such disturbed work to a condition satisfactory to the COR and guarantee such restored work to the same extent as it was guaranteed under such other contracts.

Everything done in accordance with the requirements of this provision shall be without additional expense to the Government.

H10. Affirmative Procurement Program

(a) GSA, as a Federal procuring agency, is required to procure and use products containing recovered materials, environmentally preferable, and bio-based products. These items will be used to the maximum extent feasible unless the item is not available competitively within a reasonable time frame, does not meet appropriate performance standards, or is only available at an unreasonable price.

(b) In support of this program, products that meet the following criteria are considered acceptable--

- (1) Products specified by the U.S. Environmental Protection Agency (EPA) as Comprehensive Procurement Guideline (CPG) items and their associated Recovered Materials Advisory Notices (RMANs). The list of CPG items is available at <http://www.epa.gov/epawaste/conserve/tools/cpg/index.htm>.
- (2) Products designated as environmentally oriented in the GSA Federal Acquisition Service "Green Purchasing Plan and Resource Guide". This guide is available at http://insite.gsa.gov/graphics/admin/FAS_Green_Purchasing_Plan_Resource_Guide.doc.
- (3) Information regarding the United States Department of Agriculture's (USDA) Federal Biobased Products Preferred Procurement Program is available on the Internet at <http://www.biopreferred.gov/>.

(c) In accordance with the FAR 52.223-9, Certification and Estimate of Percentage of Recovered Material Content for EPA-Designated Items, the contractor must provide the required certification and estimate at contract completion. In addition, interim annual reports, estimating the percentage of total recovered material used in contract performance, including, if applicable, the percentage of post-consumer material content, shall be provided by the contractor no later than November 1 of each year, with data for the preceding twelve-month period ending September 30.

(d) In support of the Government's goal to promote recycling of construction material, a searchable database of construction and demolition debris recycling firms nationwide is available at <http://www.wbdg.org>

(Website instructions: Look under the heading "Popular Links" and click on "Construction Waste Management Database".)

Tip: When searching the database, if you did not check the material you would like to be processed, merely enter the state, and a list of all recyclers will appear.

H11. Escort requirements

It may be necessary to escort temporary contract employees that do not have favorable preliminary or final It may be necessary to escort temporary Contract employees who do not have favorable preliminary or final

suitability determinations and must work in federally controlled space. In those cases, all uncleared Contract employees shall be escorted in nonpublic spaces by a Government employee or another responsible cleared Contract employee who is approved by the CO or designee. Other Government agencies may have specific agency security requirements for their own spaces that may only allow escort by Government employees or those designated by their agency. Government employees or approved cleared Contract employees who provide escorts for uncleared Contract employees must always be in close proximity and within eyesight of the uncleared Contract employee. The Contract escort must watch uncleared employees and remain with uncleared Contract employees for the entire time they are in the building and or federally controlled spaces. An uncleared employee cannot be left alone or out of eyesight at anytime when they are in nonpublic space. A cleared and approved escort may not allow several uncleared Contract employees to be in federally controlled space, that is not within close proximity and within eyesight at all times. A cleared and approved escort may not allow multiple uncleared employees in non public space on different parts of one floor or on different floors at the same time. Any security violation of escort requirements by a cleared and approved Contract employee will result in the immediate removal from the contract of all Contract employees involved, i.e., escorts and uncleared escorted Contract employees. Also, in accordance with security requirements, violations of escort requirements by Contract employees may be grounds for termination of the contract. Contractor shall contact the COR (Elizabeth Pena) at (216)522-7795 prior to visiting the Donald J. Pease Federal Building so that the agency is aware.

H12. Sensitive but Unclassified (SBU) Building Information

It shall be understood by the Contractor that disclosures of information relating to the work or services provided under this contract requirement to any person not entitled to receive it, or failure to safeguard any classified information as defined in Executive Order Number 13526 that may come to the Contractor or any person under the Contractor's control in connection with the work under this contract, may subject the Contractor, his agents or employees to criminal liability under Title 18, Section 793, 794, and 798 of the United States Code.

- a. GSA Contractors that do not have HSPD-12 compliant clearances cannot obtain Sensitive but Unclassified (SBU) information (Privacy Act data, building information, and financial information) through GSA's IT systems.
- b. Contractors and prospective bidders with a need to know that do not have HSPD-12 clearances and access rights to GSA IT systems can be provided SBU building information, drawings, etc., in accordance with GSA Order 3490.1, which provides for the dissemination of paper and electronic SBU building information for all federally controlled space (owned, leased, and delegated).
- c. SBU information includes, but is not limited to:
- d. Paper and/or electronic documentation of the physical facility information.
- e. Building designs (such as floor plans).
- f. Construction and renovation or alteration plans and specifications.
- g. Equipment plans and locations.
- h. Building operating plans.
- i. Information used for building service contracts and/or contract guard services.
- j. For all GSA controlled facilities, any other information considered a security risk shall be considered covered under this category.
- k. All SBU building information, either in electronic or paper format, shall have specific imprinting on each page to designate it as Government property and indicate the prohibition of copying, dissemination, and distribution.
- l. Contractors authorized to receive SBU information shall provide the following identification:
- m. A copy of a valid business license.
- n. Verification of a valid DUNS Number.
- o. A valid IRS Tax ID Number.
- p. A valid State driver's license with photograph.
- q. Contractors shall sign a Document Security Notice when they receive SBU information.
- r. Contractors shall be responsible for safeguarding SBU information. At the completion of work, secondary and other Disseminators shall be required to turn over their Document Security Notice dissemination records to GSA to be kept with the permanent files.
- s. Authorized contract users shall destroy all SBU information and documents when no longer needed. Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CDs,

- t. All authorized contract users of SBU building information shall notify the GSA Disseminator in writing that they have properly disposed of the SBU building information and documents.
- u. The GSA Disseminator shall maintain all records of SBU building information disposal (along with the signed Document Security Notices) pursuant to the GSA system of keeping long-term records and plans. All Document Security Notices and Records of Disposal shall be kept with the permanent files.

[illegible]

Section I Contract Clauses

11. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

SERVICE CONTRACT CLAUSES

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) IBR

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at www.acquisition.gov/far

(End of Clause)

Note: Clauses that are incorporated by reference are identified within this document by including "IBR" in the title of the applicable clause. (i.e. PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2011) – IBR)

CATEGORY	CLAUSE	REFERENCE	TITLE
GENERAL			
	1.1	FAR 52.202-1	DEFINITIONS
	1.2	GSAR 552.252-6	AUTHORIZED DEVIATIONS OR VARIATIONS IN CLAUSES (DEVIATION FAR 52.252-6)
	1.3	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) – IBR
	1.4	GSAR 552.203-71	RESTRICTION ON ADVERTISING
	1.5	FAR 52.233-3	PROTEST AFTER AWARD
	1.6	FAR 52.253-1	COMPUTER GENERATED FORMS
	1.7	FAR 52.222-41	SERVICE CONTRACT ACT OF 1965
	1.8	FAR 52.222-42	STATEMENT OF EQUIVALENT RATES OF FEDERAL HIRES

CATEGORY	CLAUSE	REFERENCE	TITLE
STANDARDS OF CONDUCT			
	3.1	FAR 52.203-3	GRATUITIES
	3.2	FAR 52.203-5	COVENANT AGAINST CONTINGENT FEES
	3.3	FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
	3.4	FAR 52.203-7	ANTI-KICKBACK PROCEDURES
	3.5	FAR 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
	3.6	FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	3.7	FAR 52.203-12	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
	3.8	FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	3.9	FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S)
	3.10	FAR 52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) – IBR
	3.11	FAR 52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) - IBR
	3.12	FAR 52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2011) – IBR
INSURANCE			
	4.1	FAR 52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION
	4.2	GSAR 552.228-5	GOVERNMENT AS ADDITIONAL INSURED
	4.3	FAR 52.246-25	LIMITATION OF LIABILITY-SERVICES
BUY AMERICAN ACT AND TRADE AGREEMENTS			
	5.1	FAR 52.225-1	BUY AMERICAN ACT – PROGRAM –SUPPLIES (FEB 2009) – IBR
	5.2	FAR 52.225-3	BUY AMERICAN ACT- FREE TRADE AGREEMENTS—ISRAELI TRADE ACT (NOV 2012) – IBR

CATEGORY	CLAUSE	REFERENCE	TITLE
	5.3	FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
	5.4	FAR 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
ENVIRONMENTAL PROTECTION			
	6.1	FAR 52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) – IBR
	6.2	FAR 52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS
	6.3	FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (ALTERNATE 1)
	6.4	FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO KNOW INFORMATION (MAY 2011) – IBR
	6.5	FAR 52.223-6	DRUG-FREE WORKPLACE
	6.6	FAR 52.223-9	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS
	6.7	FAR 52.223-10	WASTE REDUCTION PROGRAM (MAY 2011) – IBR
	6.8	FAR 52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
	6.9	FAR 52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS
	6.10	FAR 52.223-16	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS
	6.11	FAR 52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS
	6.12	FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
EMPLOYMENT PRACTICES AND LABOR STANDARDS			
	7.1	FAR 52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
	7.2	FAR 52.222-3	CONVICT LABOR
	7.3	FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- OVERTIME COMPENSATION
	7.4	FAR 52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS
	7.5	FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	7.6	FAR 52.222-26	EQUAL OPPORTUNITY
	7.7	FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS

CATEGORY	CLAUSE	REFERENCE	TITLE
	7.8	FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
	7.9	FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS
	7.10	FAR 52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
	7.11	FAR 52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
	7.12	FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS
	7.13	FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013) – IBR

SUBCONTRACTING

8.1	FAR 52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (AUG 2013)
		UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013)
8.2	FAR 52.219-8	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013) – ALTERNATE II (OCT 2001)
8.3	FAR 52.219-9	
8.4	FAR 52.219-14	LIMITATIONS ON SUBCONTRACTING (NOV 2011) – IBR
8.5	FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING
8.6	FAR 52.219-18	NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS
8.7	FAR 52.244-5	COMPETITION IN SUBCONTRACTING
8.8	FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013)

TAXES

9.1	FAR 52.229-3	FEDERAL, STATE AND LOCAL TAXES
9.2	FAR 52.229-4	FEDERAL, STATE AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)

PERFORMANCE

CATEGORY	CLAUSE	REFERENCE	TITLE
	10.1	FAR 52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
	10.2	GSAR 552.237-71	QUALIFICATIONS OF EMPLOYEES
	10.3	FAR 52.236-13	ACCIDENT PREVENTION (ALT I)
PAYMENT			
	11.1	GSAR 552.232-1	PAYMENTS
	11.2	FAR 52.232-8	DISCOUNTS FOR PROMPT PAYMENT
	11.3	FAR 52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS
	11.4	FAR 52.232-11	EXTRAS
	11.5	FAR 52.232-17	INTEREST – IBR
	11.6	FAR 52.232-23	ASSIGNMENT OF CLAIMS
	11.7	FAR 52.232-25	PROMPT PAYMENT(JUL 2013)
	11.8	FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (JUL 2013)
	11.9	FAR 52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) - IBR
	11.10	GSAR 552.232-72	FINAL PAYMENT UNDER BUILDING SERVICES CONTRACTS
AUDITS AND COST AND PRICING DATA			
	12.1	FAR 52.215-2	AUDIT AND RECORDS-NEGOTIATION
	12.2	FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011) - IBR
	12.3	FAR 52.215-12	SUBCONTRACTOR COST OR PRICING DATA
	12.4	FAR 52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS
	12.5	FAR 52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY
	12.6	FAR 52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
	12.7	FAR 52.215-19	NOTIFICATION OF OWNERSHIP CHANGES
	12.8	FAR 52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN CERTIFIED COST OR PRICING DATA

CATEGORY	CLAUSE	REFERENCE	TITLE (MODIFICATIONS)
	12.9	GSAR 552.215-70	EXAMINATION OF RECORDS BY GSA
ADJUSTMENTS			
	13.1	FAR 52.243-1	CHANGES-FIXED PRICE (ALT I&II)
	13.2	FAR 52.217-8	OPTION TO EXTEND SERVICES
	13.3	FAR 52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT
DISPUTES			
	14.1	FAR 52.233-1	DISPUTES
PATENTS, DATA AND COPYRIGHTS			
	15.1	FAR 52.227-1	AUTHORIZATION AND CONSENT
	15.2	FAR 52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
	15.3	FAR 52.227-3	PATENT INDEMNITY
TERMINATION			
	16.1	FAR 52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)
	16.2	FAR 52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE)
COST ACCOUNTING STANDARDS			
	17.1	FAR 52.230-2	COST ACCOUNTING STANDARDS (MAY 2012) - IBR
	17.2	FAR 52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2012) - IBR
	17.3	FAR 52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010) - IBR

CATEGORY	CLAUSE	REFERENCE	TITLE
OTHER			
	18.1	FAR 52.242-13	BANKRUPTCY
	18.2	FAR 52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT
	18.3	52.219-28	POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013) – IBR
	18.4	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
	18.5	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRT-TIER SUBCONTRACT AWARDS (JUL 2013) - IBR
	18.6	FAR 52.216-18	ORDERING
	18.7	FAR 52.216-19	ORDER LIMITATIONS
	18.8	FAR 52.216-21	REQUIREMENTS (FOR THE REQUIREMENTS IDV ONLY)
	18.9	FAR 52.216-22	INDEFINITE QUANTITY (FOR THE IDIQ IDV ONLY)
	18.10	FAR 52.242-15	STOP-WORK ORDER (AUG 1989) – IBR
	18.11	FAR 203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) – IBR
	18.12	FAR 204-14	SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)-IBR
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009			
	19.1	FAR 52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
	19.2	FAR 52.204-11	AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 – REPORTING REQUIREMENTS

20. DOCUMENT SECURITY FOR SENSITIVE BUT UNCLASSIFIED BUILDING INFORMATION

21. FAR 52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

GENERAL

1.1. FAR 52.202-1 DEFINITIONS (NOV 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

1.2. GSAR 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6) (SEP 1999)

- (a) Deviations to FAR clauses.

This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.

- (b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.
- (c) “Substantially the same as” clauses. Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

1.3. FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) – INCORPORATED BY REFERENCE

1.4. GSAR 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotion in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: “This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government.”

(End of Clause)

In accordance with GSAR 552.203-71, Restriction on Advertising, the contractor is precluded from referring to GSA contracts in commercial advertising in a manner that states or implies the Government approves or endorses the product or service or considers it superior to other products or services. The contractor may not disseminate or advertise any information concerning this project/contract without prior written approval of the Contracting Officer. The contractor may not photograph the project site other than as required by the contract or as directed by the Contracting Officer. Access to Federally controlled space is governed by stringent security requirements. The contractor is prohibited from bringing individuals to the project/contract site for the purpose of marketing, self promotion, media tours, and any other event or activity without the express written consent of the Contracting Officer. All media inquiries should be directed to the Contracting Officer. Any request for access to the project/contract site, other than to perform work related to the contract, shall be made in writing to the Contracting Officer

1.5. FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)

- (a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either-
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its rights to an adjustment within 30 days after the end of the period of work stoppage; provided that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under the contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

1.6. FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided, there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

1.7. FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

- (a) **Definitions.** As used in this clause—

"Act" means the Service Contract Act of 1965 ([41 U.S.C. 351](#), **et seq.**).

"Contractor," when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, **Code of Federal Regulations**, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) **Applicability.** This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by [41 U.S.C. 356](#), as interpreted in Subpart C of 29 CFR Part 4.

- (c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (**i.e.**, the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (**i.e.**, appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit [Standard Form \(SF\) 1444](#), Request For

Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed [SF 1444](#) (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (**i.e.**, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) **Adjustment of compensation.** If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) **Obligation to furnish fringe benefits.** The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) **Minimum wage.** In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the

Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) **Successor contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) **Notification to employees.** The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) **Safe and sanitary working conditions.** The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act—

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or

authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) **Pay periods.** The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) **Withholding of payments and termination of contract.** The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) **Subcontracts.** The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) **Collective bargaining agreements applicable to service employees.** If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) **Seniority list.** Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) **Rulings and interpretations.** Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's certification.

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#).

(q) **Variations, tolerances, and exemptions involving employment.** Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.

(r) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) **Tips.** An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) **Disputes concerning labor standards.** The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

1.8. FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (20 CFR Part 4), this clause identifies the classes of service employees expected to be employed under

the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination

EMPLOYEE CLASS	MONETARY WAGE
@@@	

FRINGE BENEFITS AS A PERCENTAGE OF HOURLY MONETARY RATE:

Retirement	20.4%
Health & Life Insurance	3.7%
Workmen's Compensation	1.9%

SICK LEAVE PROVIDED BY LAW: 13 days of paid sick leave per year.

PAID HOLIDAYS PROVIDED BY LAW: 10

New Years Day	Independence Day
M.L. King Day	Thanksgiving Day
Labor Day	Christmas Day
Presidents Day	Columbus Day
Memorial Day	Veterans Day

VACATIONS OR PAID LEAVE AS PROVIDED BY LAW:

(1) Two hours of annual leave each week for an employee with less than three years of service.

- (2) Three hours of annual leave each week for an employee with three but not less than 15 years of service.
- (3) Four hours of annual leave each week for an employee with 15 or more years of service.

2.3. FAR 52.228-11 PLEDGES OF ASSETS (JAN 2012) – *INCORPORATED BY REFERENCE*

2.4. FAR 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999) - *INCORPORATED BY REFERENCE*

STANDARDS OF CONDUCT

3.1. FAR 52.203-3 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—
 - (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) above, the Government is entitled—
 - (1) To pursue the same remedies as in a breach of the contract; and
 - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- (e) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

3.2. FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

3.3. FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

3.4. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)

(a) *Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 ([41 U.S.C. 51-58](#)) (the Act), prohibits any person from—
- (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or
 - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

3.5. FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--
- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
 - (2) Rescind the contract with respect to which--
 - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--
 - (A) Exchanging the information covered by such subsections for anything of value; or
 - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
 - (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

3.6. FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

- (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (b) The price or fee reduction referred to in paragraph (a) of this clause shall be--
- (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
 - (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
 - (3) For cost-plus-award-fee contracts--
 - (i) The base fee established in the contract at the time of contract award;
 - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
 - (4) For fixed-price-incentive contracts, the Government may--
 - (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
 - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
 - (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

3.7. FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

- (a) **Definitions.** As used in this clause—

"Agency" means "**executive agency**" as defined in Federal Acquisition Regulation (FAR) [2.101](#).

“Covered Federal action” means any of the following actions:

- (1) Awarding any Federal contract.
- (2) Making any Federal grant.
- (3) Making any Federal loan.
- (4) Entering into any cooperative agreement.
- (5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

“Indian tribe” and “tribal organization” have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act ([25 U.S.C. 450b](#)) and include Alaskan Natives.

“Influencing or attempting to influence” means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

“Local government” means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

“Officer or employee of an agency” includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

“Person” means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

“Reasonable compensation” means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

“Reasonable payment” means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

“Recipient” includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and **are** permitted by other Federal law.

“Regularly employed” means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

“State” means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) **Prohibition.** [31 U.S.C. 1352](#) prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with [31 U.S.C. 1352](#) the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contract the extension, continuation, renewal, amendment, or modification of this contract.

- (1) The term **appropriated funds** does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) **Exceptions.** The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) **Agency and legislative liaison by Contractor employees.**

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern—

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(2) **Professional and technical services.**

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR [3.803\(a\)\(2\)\(iii\)](#)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) **Disclosure.**

(1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) **Penalties.**

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by [31 U.S.C. 1352](#). An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) **Cost allowability.** Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) **Subcontracts.**

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$150,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$150,000.

3.10. FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) - *INCORPORATED BY REFERENCE*

INSURANCE

4.1. FAR 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

4.2. GSAR 552.228-5 GOVERNMENT AS ADDITIONAL INSURED (MAY 2009)

- (a) This clause supplements the requirements set forth in FAR clause 52.528-5, Insurance—Work on a Government Installation.
- (b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

4.3. FAR 52.246-25 LIMITATION OF LIABILITY—SERVICES (FEB 1997)

- (a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that—
 - (1) Occurs after Government acceptance of services performed under this contract; and
 - (2) Results from any defects or deficiencies in the services performed or materials furnished.
- (b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of—
 - (1) All or substantially all of the Contractor's business;
 - (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
 - (3) A separate and complete major industrial operation connected with the performance of this contract.
- (c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

BUY AMERICAN AND TRADE AGREEMENTS

5.1. FAR 52.225-1 BUY AMERICAN ACT--SUPPLIES (FEB 2009) *INCORPORATED BY REFERENCE*

5.2. FAR 52.225-3 BUY AMERICAN ACT-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT (NOV 2012) – *INCORPORATED BY REFERENCE*

5.3. FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing

regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

5.4. FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

ENVIRONMENTAL PROTECTION

6.1. FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) – INCORPORATED BY REFERENCE

6.2. FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEPT 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance.

6.3. FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) AND (ALTERNATE 1-JUL 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	
(If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources.

ALTERNATE 1 JUL 1995

- (i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
 - (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
 - (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

6.4. FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO KNOW INFORMATION (MAY 2011) – INCORPORATED BY REFERENCE

6.5. FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

- (a) Definitions. As used in this clause--

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about--
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

6.6. FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

(a) **Definitions.** As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item.

Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
- (2) Submit this estimate to the Contracting Officer’s Representative.

6.7. FAR 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011) – INCORPORATED BY REFERENCE

6.8. FAR 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

6.9. FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

(a) **Definition.** As used in this clause—

“Energy-efficient product”—

(1) Means a product that—

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.

(2) The term “product” does not include any energy-consuming product or system designed or procured for combat or combat-related missions ([42 U.S.C. 8259b](#)).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (**i.e.**, ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are—

- (1) Delivered;
- (2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
- (3) Furnished by the Contractor for use by the Government; or
- (4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless—

- (1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or
- (2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for—

- (1) ENERGY STAR® at <http://www.energystar.gov/products>; and
- (2) FEMP at http://www1.eere.energy.gov/femp/procurement/eeep_requirements.html.

6.10. FAR 52.223-16 IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)

(a) **Definitions.** As used in this clause—

“Computer monitor” means a video display unit used with a computer.

“Desktop computer” means a computer designed for use on a desk or table.

“Notebook computer” means a portable-style or laptop-style computer system.

“Personal computer product” means a notebook computer, a desktop computer, or a computer monitor, and any peripheral equipment that is integral to the operation of such items. For example, the desktop computer together with the keyboard, the mouse, and the power cord would be a personal computer product. Printers, copiers, and fax machines are not included in peripheral equipment, as used in this definition.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for contractor use at a Government-owned facility, only personal computer products that at the time of submission of proposals were EPEAT Bronze registered or higher. Bronze is the first level discussed in clause 1.4 of the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.

(c) For information about the standard, see www.epeat.net.

6.11. FAR 52.223-17 AFFIRMATIVE-PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

(b) Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.

6.12. FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

(a) **Definitions.** As used in this clause—

“Driving”–

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

“Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is encouraged to—

(1) Adopt and enforce policies that ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) **Subcontracts.** The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

EMPLOYMENT PRACTICES AND LABOR STANDARDS

7.1. FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to

delay the timely performance of this contract, the Contractor shall immediately give notice, including all

relevant information, to the Contracting Officer.

7.2. FAR 52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons—

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—

- (i) The worker is paid or is in an approved work training program on a voluntary basis;
- (ii) Representatives of local union central bodies or similar labor union organizations have been consulted;
- (iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;
- (iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

7.3. FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (JULY 2005)

(a) **Overtime requirements.** No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) **Violation; liability for unpaid wages; liquidated damages.** The responsible Contractor and subcontractor

are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the

Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) **Withholding for unpaid wages and liquidated damages.** The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) **Subcontracts.** The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this

clause in subcontracts that may require or involve the employment of laborers and mechanics and

require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor

shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions

set forth in paragraphs (a) through (d) of this clause.

7.4. FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)

(a) "Service employee", as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in [29 CFR part 541](#). The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12 (c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart [19.13](#)), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of

Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or

(ii) Delivered to the service employees individually. If such delivery is via e-mail, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with [52.222-41\(n\)](#), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of [52.222-41\(n\)](#) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause ([52.223-1](#)) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor,

and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, DC 20210. Contact e-mail: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) *Subcontracts.* In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

7.5. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

7.6. FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(a) **Definition.** "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c)(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

7.7. FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)

(a) *Definitions.* As used in this clause—

“All employment openings” means all positions except executive and senior management, those positions that will be filled from within the Contractor’s organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

“Armed Forces service medal veteran” means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 1209).

“Disabled veteran” means—

(1) A veteran of the U.S. military, ground, naval, or air service, who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; or

(2) A person who was discharged or released from active duty because of a service-connected disability.

“Executive and senior management” means—

(1) Any employee—

(i) Compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities;

(ii) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(iii) Who customarily and regularly directs the work of two or more other employees; and

(iv) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; or

(2) Any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

“Other protected veteran” means a veteran who served on active duty in the U.S. military, ground, naval, or air service, during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.

“Positions that will be filled from within the Contractor’s organization” means employment openings for which the Contractor will give no consideration to persons outside the Contractor’s organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

“Qualified disabled veteran” means a disabled veteran who has the ability to perform the essential functions of the employment positions with or without reasonable accommodation.

“Recently separated veteran” means any veteran during the three-year period beginning on the date of such veteran’s discharge or release from active duty in the U.S. military, ground, naval or air service.

(b) General.

(1) The Contractor shall not discriminate against any employee or applicant for employment because the individual is a disabled veteran, recently separated veteran, other protected veterans, or Armed Forces service medal veteran, regarding any position for which the employee or applicant for employment is qualified. The

Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified individuals, including qualified disabled veterans, without discrimination based upon their status as a disabled veteran, recently separated veteran, Armed Forces service medal veteran, and other protected veteran in all employment practices including the following:

- (i) Recruitment, advertising, and job application procedures.
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
- (iii) Rate of pay or any other form of compensation and changes in compensation.
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
- (v) Leaves of absence, sick leave, or any other leave.
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor.
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under [38 U.S.C. 3687](#), professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
- (viii) Activities sponsored by the Contractor including social or recreational programs.
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended ([38 U.S.C. 4211 and 4212](#)).

(3) The Department of Labor's regulations require contractors with 50 or more employees and a contract of \$100,000 or more to have an affirmative action program for veterans. See 41 CFR Part 60-300, Subpart C.

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate employment service delivery system where the opening occurs. Listing employment openings with the State workforce agency job bank or with the local employment service delivery system where the opening occurs shall satisfy the requirement to list jobs with the appropriate employment service delivery system.

(2) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State workforce agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(e) *Postings.*

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall—

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are disabled veterans, recently separated veterans, Armed Forces service medal veterans, and other protected veterans; and

(ii) Be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans, recently separated veterans, other protected veterans, and Armed Forces service medal veterans.

(f) **Noncompliance.** If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor. This includes implementing any sanctions imposed on a contractor by the Department of Labor for violations of this clause ([52.222-35](#), Equal Opportunity for Veterans). These sanctions (see 41 CFR 60-300.66) may include—

- (1) Withholding progress payments;
- (2) Termination or suspension of the contract; or
- (3) Debarment of the contractor.

(g) **Subcontracts.** The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance.

7.8. FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

(a) General.(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 ([29 U.S.C. 793](#)) (the Act), as amended.

(b) Postings.

(1) The Contractor agrees to post employment notices stating—

- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (**e.g.**, the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) **Noncompliance.** If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) **Subcontracts.** The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor

shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

7.9. FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)

(a) **Definitions.** As used in this clause, “Armed Forces service medal veteran,” “disabled veteran,” “other protected veteran,” and “recently separated veteran,” have the meanings given in the Equal Opportunity for Veterans clause [52.222-35](#).

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans.

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by completing the Form VETS-100A, entitled “Federal Contractor Veterans’ Employment Report (VETS-100A Report).”

(d) The Contractor shall submit VETS-100A Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date—

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under [38 U.S.C. 4212](#).

(g) The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

7.10. FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, “Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers.”

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-

0123, or from any field office of the Office of Labor–Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor–Management Standards website at www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

7.11. FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, ([41 U.S.C. 351, et seq.](#)), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, ([29 U.S.C. 206](#)) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and

unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

7.12. FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) **Definitions.** As used in this clause—

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) **Policy.** The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) **Contractor requirements.** The Contractor shall—

- (1) Notify its employees of—
 - (i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) **Notification.** The Contractor shall inform the Contracting Officer immediately of—
 - (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
 - (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.
- (e) **Remedies.** In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—
 - (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
 - (2) Requiring the Contractor to terminate a subcontract;
 - (3) Suspension of contract payments;
 - (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
 - (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
 - (6) Suspension or debarment.
- (f) **Subcontracts.** The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.
- (g) **Mitigating Factor.** The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

7.13. FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013) – *INCORPORATED BY REFERENCE*

SUBCONTRACTING

8.1. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

- (a) **Definition.** "Commercially available off-the-shelf (COTS)" item, as used in this clause—
 - (1) Means any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition in FAR [2.101](#));
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
 - (2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.
- (b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) **Subcontracts.** Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

- (1) Exceeds \$30,000 in value; and
- (2) Is not a subcontract for commercially available off-the-shelf items.

8.2. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) **Definitions.** As used in this contract—

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that—

(1)(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the Dynamic Small Business Search database maintained by the Small Business Administration, or

(2) It represents in writing that it qualifies as a small disadvantaged business (SDB) for any Federal subcontracting program, and believes in good faith that it is owned and controlled by one or more socially and economically disadvantaged individuals and meets the SDB eligibility criteria of 13 CFR 124.1002.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d)(1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include—

(i) HUBZone small business database search application web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or <http://www.sba.gov/hubzone>;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington, DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

8.3. FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

8.4. FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013)

(a) *Definitions.* As used in this clause—

“Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small

business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(ix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(x) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

TAXES

9.1. FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause—

“After-imposed Federal tax” means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

“After-relieved Federal tax” means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“All applicable Federal, State, and local taxes and duties” means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

“Contract date” means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

“Local taxes” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

9.2. FAR 52.229-4 FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (APR 2003)

(a) "After-imposed tax" means any new or increased Federal, State, or local tax or duty, or tax that was excluded on the contract date but whose exclusion was later revoked or amount of exemption reduced during the contract period, other than an excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax" means any amount of Federal, State, or local tax or duty, other than an excepted tax, that would have otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"Contract date" means the effective date of this contract and, for any modification to this contract, the effective date of the modification.

"Excepted tax" means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the Government.

"Local taxes" includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) Unless otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed tax, or of tax or duty specifically excluded from the contract price by a term or condition of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(d) The contract price shall be decreased by the amount of any after-relieved tax. The Government shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government for such taxes. The Government shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.

- (e) The contract price shall be decreased by the amount of any Federal, State, or local tax, other than an excepted tax, that was included in the contract price and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (g) The Contractor shall promptly notify the Contracting Officer of all matters relating to Federal, State, and local taxes and duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.
- (h) The Government shall furnish evidence appropriate to establish exemption from any Federal, State, or local tax when (1) the Contractor requests such exemption and states in writing that it applies to a tax excluded from the contract price and (2) a reasonable basis exists to sustain the exemption.

PERFORMANCE

10.1. FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

10.2. GSAR 552.237-71 QUALIFICATIONS OF EMPLOYEES (MAY 1989)

- (a) The Contracting Officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.
- (b) The Contractor shall fill out and cause each of its employees performing on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.
- (c) Each employee of the contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

PAYMENT

11.1. GSAR 552.232-1 PAYMENTS (NOV 2009) (DEVIATION FAR 52.232-1)

(a) The Government shall pay the Contractor, without submission of invoices or vouchers, 30 days after the service period, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract.

(b) Unless otherwise specified in this contract, the Government will make payment on partial deliveries accepted by the Government if either:

(1) The amount due on the deliveries warrants it.

(2) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(c) When processing payment, GSA's Finance Office will automatically generate the 12 digit invoice number using the PDN assigned to the contract, followed by an abbreviated month and year of service (e.g., 84261554JUN7, for June 2007). The PDN appears on the contract award document.

11.2. FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

11.3. FAR 52.232-9 LIMITATIONS ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; **provided**, that this limitation shall not apply to—

(a) Withholdings pursuant to any clause relating to wages or hours of employees;

(b) Withholdings not specifically provided for by this contract;

(c) The recovery of overpayments; and

(d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

11.4. FAR 52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

11.5. FAR 52.232-17 INTEREST (OCT 2010) -- IBR

11.6. FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal

lending agency. The assignee under such an assignment may thereafter further assign its right under the original assignment to any type of financing institution described in the preceding sentence.

- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

11.7. FAR 52.232-25 PROMPT PAYMENT (JUL 2013)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections [2.101](#), [32.001](#), and [32.902](#) of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments—

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are—

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 ([7 U.S.C. 182\(3\)](#)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 ([16 U.S.C. 4003\(3\)](#)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 ([7 U.S.C. 499a\(4\)](#)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 ([7 U.S.C. 4502\(e\)](#)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will

be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (**e.g.**, periodic lease payments), the due date will be as specified in the contract.

(3) **Contractor's invoice.** The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (**e.g.**, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (**e.g.**, [52.232-38](#), Submission of Electronic Funds Transfer Information with Offer), contract clause (**e.g.**, [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (**e.g.**, evidence of shipment).

(4) **Interest penalty.** The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) **Computing penalty amount.** The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR [52.233-1](#), Disputes.

(6) **Discounts for prompt payment.** The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if—

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall—

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible—

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (**e.g.**, payments under utility contracts subject to tariffs and regulation).

(b) **Contract financing payment.** If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) **Fast payment procedure due dates.** If this contract contains the clause at [52.213-1](#), Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (**e.g.**, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

11.8. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (JUL 2013)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) **Contractor's EFT information.** The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) **Mechanisms for EFT payment.** The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) **Suspension of payment.** If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) **EFT and prompt payment.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) **EFT and assignment of claims.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in

accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to [Subpart 32.8](#), is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) **Liability for change of EFT information by financial agent.** The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) **Payment information.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

11.9. FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)--IBR

11.10. GSAR 552.232-72 FINAL PAYMENT UNDER BUILDING SERVICES CONTRACTS (MAR 2012)

Before final payment is made, the Contractor shall furnish the Contracting Officer with a GSA Form 1142, Release of Claims, releasing all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

AUDITS/COST & PRICING DATA

12.1. FAR 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) **Examination of costs.** If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) **Certified cost or pricing data.** If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the certified cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—

- (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the contract, subcontract, or modification; or
 - (4) Performance of the contract, subcontract or modification.
- (d) Comptroller General.—

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) **Reports.** If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) **Availability.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in [Subpart 4.7](#), Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which certified cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

12.2. FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)

(a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

(b) For segment closings, pension plan terminations, or curtailment of benefits, the amount of the adjustment shall be—

(1) For contracts and subcontracts that are subject to full coverage under the Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99), the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12); and

(2) For contracts and subcontracts that are not subject to full coverage under the CAS, the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) [Subpart 31.2](#) or for which certified cost or pricing data were submitted.

(c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which certified cost or pricing data were submitted or that are subject to FAR [Subpart 31.2](#).

(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR [15.408\(g\)](#).

12.3. FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN CERTIFIED COST OR PRICING DATA (MODIFICATIONS) (OCT 2010)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR [15.403-4](#) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—

(i) **Identification of the law or regulation establishing the price offered.** If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If—

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), **e.g.**, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) **Requirements for certified cost or pricing data.** If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in [Table 15-2](#) of FAR [15.408](#), which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in [Table 15-2](#) are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR [15.406-2](#).

12.4. GSAR 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the

particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

ADJUSTMENTS

13.1. FAR 52.243-1 CHANGES—FIXED-PRICE (AUG 1987) (ALT. I) (APR 1984)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (1) Description of services to be performed.
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (3) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

FAR 52.243-1 CHANGES—FIXED PRICE (ALT II) (APR 1984)

Add the following to paragraph (a) above—

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

13.2. FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within ten (10) calendar days before expiration of the contract.

13.3. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and six months.

DISPUTES

14.1. FAR 52.233-1 DISPUTES (JUL 2002) (ALT I) (DEC 1991)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
 - (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the tendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

PATENTS, DATA AND COPYRIGHTS

15.1. FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

- (a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent—
 - (1) Embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract; or
 - (2) Used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. the entire liability to the Government for infringement of a United States patent shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any

lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

15.2. FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in the Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold.

15.3. FAR 52.227-3 PATENT INDEMNITY (APR 1984)

(a) The Contractor shall indemnify the Government and its officers, agents and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 USC 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to

(1) An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;

(2) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or

(3) A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

TERMINATION

16.1. FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government—

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in paragraph (b)(6) of this clause; *provided*, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart [49.001](#) of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in paragraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under paragraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of—

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under paragraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under [49.202](#) of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including—

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the Government property.

(i) The cost principles and procedures of [Part 31](#) of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted—

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under [50 U.S.C. App. 1215\(b\)\(2\)](#). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

16.2. FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to—

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractor at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has

specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

- (f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.
- (g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.
- (h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

OTHER

18.1. FAR 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

18.2. FAR 52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications

**18.3 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013)
INCORPORATED BY REFERENCE**

**18.4 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) –
INCORPORATED BY REFERENCE**

**18.5 FAR 52.204–10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT
AWARDS (JUL 2013) – INCORPORATED BY REFERENCE**

18.6 FAR 52.216-18 ORDERING OCT 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from November 1, 2014 through October 31, 2019.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

18.7 FAR 52.216-19 ORDER LIMITATIONS OCT 1995

(a) **Minimum order.** When the Government requires supplies or services covered by this contract in an amount of less than \$100 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) **Maximum order.** The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$150,000.

(2) Any order for a combination of items in excess of \$150,000; or

(3) A series of orders from the same ordering office within 2 calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (**i.e.**, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

18.9 FAR 52.216-22 INDEFINITE QUANTITY OCT 1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were

completed during the contract's effective period; **provided**, that the Contractor shall not be required to make any deliveries under this contract after October 31, 2019

18.10 FAR 52.242-15 STOP-WORK ORDER (AUG 1989) – INCORPORATED BY REFERENCE

18.11 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) – INCORPORATED BY REFERENCE

18.12 FAR 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014) – INCORPORATED BY REFERENCE

Applicable if awarded or issued in Fiscal Year 2014 with an estimated total value of \$2.5 million or greater, in Fiscal Year 2015 with an estimated total value of \$1 million or greater, and in Fiscal Year 2016 and subsequent years, with an estimated value of \$500,000 or greater.

20. PER GSA ORDER PBS 3490.1A – DOCUMENT SECURITY FOR SENSITIVE BUT UNCLASSIFIED BUILDING INFORMATION

Safeguarding and Dissemination of Sensitive But Unclassified (SBU) Building Information

This clause applies to all recipients of SBU building information, including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers, and manufacturers.

(a) *Marking SBU.* Contractor-generated documents that contain building information must be reviewed by

GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the contracting officer may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

(b) *Authorized recipients.* Building information considered SBU must be protected with access strictly

controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, State, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract. Contractors must provide SBU building information when needed for the performance of official Federal, State, and local government functions, such as for code compliance reviews and for the issuance of building permits. Public safety entities such as fire and utility departments may require access to SBU building information on a need to know basis. This clause must not prevent or encumber the dissemination of SBU building information to public safety entities.

(c) Dissemination of SBU building information:

(1) *By electronic transmission.* Electronic transmission of SBU information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm> . All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU building information only to authorized representatives of State, Federal, and local government entities and firms currently registered as “active” in the Central Contractor Registration (CCR) database at www.ccr.gov that have a need to know such information. If a subcontractor is not registered in the CCR and has a need to possess SBU building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

(2) *By nonelectronic form or on portable electronic data storage devices.* Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Nonelectronic forms of SBU building information include paper documents.

(i) By mail. Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

(ii) In person. Contractors must provide SBU building information only to authorized representatives of State, Federal, and local government entities and firms currently registered as “active” in the CCR database that have a need to know such information.

(3) *Record keeping.* Contractors must maintain a list of the State, Federal, and local government entities and the firms to which SBU is disseminated under sections (c) (1) and (c) (2) of this clause. This list must include at a minimum (1) the name of the State, Federal, or local government entity or firm to which SBU has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the SBU building information, with access strictly controlled and limited to those individuals having a need to know such information; (3) contact information for the named individual; and (4) a description of the SBU building information provided. Once work is completed, or for leased space with the submission of the “as built” drawings, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and/or suppliers, and submit them to the contracting officer. For federal buildings, final payment may be withheld until the lists are received.

(d) *Retaining SBU documents.* SBU building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

(e) *Destroying SBU building information.* SBU building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, *or returned to the contracting officer*, when no longer needed, in accordance with guidelines provided for media sanitization within

Appendix A of NIST Special Publication 800-88, Guidelines for Media Sanitization, available at http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-8_rev1.pdf. Examples of acceptable destruction methods for SBU building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit wiping software or disk crushers.

(f) *Notice of disposal.* The contractor must notify the Contracting Officer that all SBU building information

has been destroyed by the contractor and its subcontractors or suppliers in accordance with section (e) of this clause, with the exception of the contractor's record copy. This notice must be submitted to the contracting officer at the completion of the contract in order to receive final payment. For leases, this notice must be submitted to the Contracting Officer at the completion of the lease term.

(g) *Incidents.* All improper disclosures of SBU building information must be immediately reported to the contracting officer at **201 Superior Avenue, Cleveland, Ohio 44114** or **sarah.zemanek@gsa.gov**. If the contract provides for progress payments, the contracting officer may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

(h) *Subcontracts.* The Contractor must insert the substance of this clause

21. FAR 52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

End Substitute GSA 3504

NEGOTIATED SOLICITATION PROVISIONS

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at www.acquisition.gov/far

FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013) – INCORPORATED BY REFERENCE

FAR 52.207-2 NOTICE OF STREAMLINED COMPETITION (MAY 2006) *(Applicable only if solicitation is issued for the purpose of comparing the cost of Government and contractor performance)*

- (a) This solicitation is part of a streamlined competition under Office of Management and Budget Circular No. A-76 (Revised), Performance of Commercial Activities, dated May 29, 2003 (hereafter "the Circular"), to determine whether to accomplish the specified work under contract or by Government performance.
- (b) The Government will evaluate the cost of private sector and Agency or public reimbursable performance, as provided in this solicitation and the Circular.
- (c) A performance decision resulting from this streamlined competition will be publicly announced in accordance with the Circular. If the performance decision favors private sector performance, the Contracting Officer shall either award a contract or issue a competitive solicitation for private sector offers. If the performance decision favors Agency or public reimbursable performance, the Agency shall establish, respectively, either a letter of obligation or a fee-for-service agreement, as those terms are defined in the Circular.

FAR 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

(a) *Definitions.* As used in this provision-

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-
- (1) Mark the title page with the following legend:
- This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

FAR 52.216-1 TYPE OF CONTRACT

The Government contemplates award of a firm-fixed contract (unless indicated otherwise elsewhere in this solicitation) resulting from this solicitation.

FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 2011)

a) **Definitions.** See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
- (ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause [52.219-23](#)). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) **Waiver of evaluation preference.** A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

Offeror elects to waive the evaluation preference.

(d) **Agreement.** A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for—

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction.

- (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;
- (ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;
- (iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or
- (4) Construction by special trade contractors.
 - (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;
 - (ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;
 - (iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.
- (f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.
- (2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.
- (3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.
- (g) **Notice.** The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

GSAR 552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUNE 2005)

- (a) Maximum practicable utilization of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits.
 - (1) The General Services Administration's (GSA's) commitment to ensuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate as subcontractors in the performance of this contract, consistent with its efficient performance, must be reflected in the offeror's subcontracting plan submitted pursuant to the clause of this contract at FAR 52.219-9, Small Business Subcontracting Plan.
 - (2) In addressing the eleven elements described at FAR 52.219-9(d), the offeror shall demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns in performing this contract. An offeror submitting a commercial plan can demonstrate its commitment in providing maximum practicable opportunities through subcontracting opportunities it

provides to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns that relate to the offeror's production generally; i.e., for both its commercial and Government business.

(3) The subcontracting plan shall include a description of the offeror's subcontracting strategies used in previous contracts and significant achievements, with an explanation of how this plan will build upon those earlier achievements. Additionally, the offeror shall demonstrate through its plan that it understands the small business subcontracting program's objectives, GSA's expectations, and is committed to taking those actions necessary to meet these goals or objectives.

- (b) GSA believes that this contract provides significant opportunities for the use of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors. Accordingly, it is anticipated that an acceptable subcontracting plan will contain at least the following goals:

Small Business	<u>30</u> percent
HUBZone Small Business	<u>3</u> percent
Small Disadvantaged Business	<u>5</u> percent
Women-Owned Small Business	<u>5</u> percent
Veteran-Owned Small Business	<u>3</u> percent
Service-Disabled Veteran-Owned Small Business	<u>3</u> percent

NOTE: Target goals are expressed as a percentage of planned subcontracting dollars.

- (c) In determining the acceptability of any subcontracting plan, the Contracting Officer will—

(1) Review the plan to verify that the offeror has demonstrated an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the programs and has included all the information, goals, and assurances required by FAR 52.219-9;

(2) Consider previous goals and achievements of contractors in the same industry;

(3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns; and

(4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.

- (d) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (MAR 2007)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

FAR 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of [38 U.S.C. 4212\(d\)](#) (i.e., if it has any contract containing Federal Acquisition Regulation clause [52.222-37](#), Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

FAR 52.223-1 BIOBASED PRODUCT CERTIFICATION (MAY 2012) – INCORPORATED BY REFERENCE

FAR 52.225-4 BUY AMERICAN ACT—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT CERTIFICATE. (NOV 2012) – INCORPORATED BY REFERENCE

FAR 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN – REPRESENTATION AND CERTIFICATIONS (DEC 2012) – INCORPORATED BY REFERENCE

FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 201 Superior Avenue, Room 450, Cleveland, Ohio 44114.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

FAR 52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

FAR 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN - CERTIFICATION (AUG 2009)

- (a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174).

Restricted business operations do not include business operations that the person (as that term is defined

in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
 - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education; or
 - (6) Have been voluntarily suspended.
- (b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

GSAR 552.233-70 PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (MAR 2000)

- (a) The following definitions apply in this provision:
- “Agency Protest Official for GSA” means the official in the Office of Acquisition Policy designated to review and decide procurement protests filed with GSA.
- “Deciding official” means the person chosen by the protester to decide the agency protest. The deciding official may be either the Contracting Officer or the Agency Protest Official.
- (b) The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location the solicitation designates for serving protests. GSA’s hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.
- (c) A protest filed directly with the General Services Administration (GSA) must:
- (1) Indicate that it is a protest to the agency.
 - (2) Be filed with the Contracting Officer.
 - (3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.
 - (4) Indicate whether the protester prefers to make an oral presentation, a written presentation, or an oral presentation confirmed in writing, of arguments in support of the protest to the deciding official.
 - (5) Include the information required by FAR 33.103(d)(2):
 - (i) Name, address, fax number, and telephone number of the protester.
 - (ii) Solicitation or contract number.
 - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
 - (iv) Copies of relevant documents.
 - (v) Request for a ruling by the agency.
 - (vi) Statement as to the form of relief requested.
 - (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
 - (viii) All information establishing the timeliness of the protest (see paragraph (b) of this provision).
- (d) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.
- (e) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appeals from the Contracting Officer’s decision on an agency protest.
- (f) The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (g) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.

- (h) The following procedures apply to information submitted in support of or in response to an agency protest:
 - (1) The protester and the agency have only one opportunity to support or explain the substance of the protest (either orally, in writing, or orally confirmed in writing).
 - (2) GSA procedures do not provide for any discovery.
 - (3) The deciding official has discretion to request additional information from either the agency or the protester. However, the deciding official will normally decide protests on the basis of information provided by the protester and the agency.
 - (4) Except as provided in paragraph (5)(ii) below, the parties are encouraged, but not required, to exchange information submitted to the Agency Protest Official for GSA.
 - (5) If the agency makes a written response to the protest, the following filing requirements apply:
 - (i) The agency must file its response to the protest with the deciding official within five (5) days after the filing of the protest.
 - (ii) The agency must also provide the protester with a copy of the response on the same day it files the response with the deciding official. If the agency believes it needs to redact or withhold any information in the response from the protester, it must obtain the approval of the deciding official.
 - (i) The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
 - (j) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.
 - (k) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
 - (l) The deciding official will make a best effort to issue a decision on the protest within twenty-eight (28) days after the filing date. The decision may be oral or written. If the decision is communicated orally to the protester, the deciding official will confirm in writing within three (3) days after the decision.
 - (m) GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA.

GSAR 552.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (SEP 1999) (DEVIATION FAR 52.252-5)

- (a) Deviations to FAR provisions.
 - (1) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) provision by the addition of "(DEVIATION)" after the date of the provision, if the provision is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).
 - (2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) provision that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR provision no.))" after the date of the provision.
- (b) Deviations to GSAR provisions. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation provision by the addition of "(DEVIATION)" after the date of the provision.
- (c) "Substantially the same as" provisions. Changes in wording of provisions prescribed for use on a "substantially the same as" basis are not considered deviations.

End Substitute GSA 3502

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Section J List of Documents, Exhibits, and Other Attachments

Exhibit 1 - Equipment to be Maintained and Repaired

Exhibit 2 - Performance Standards

Exhibit 3 - Key Personnel Resume

Exhibit 4 - Definitions

Exhibit 5 - Applicable Publications

Exhibit 6 - Reporting Requirements

Exhibit 7 - Elevator Inspection Form

Exhibit 1 Equipment to be Maintained and Repaired

1. Building and Elevator Equipment Information

Offerors should verify the accuracy of this information with on-site inspections prior to proposal submission. Verification of the equipment inventory is the responsibility of the Contractor. The inventory provided herein represents the most accurate and current record of equipment and systems.

The building and equipment statistics contained below should be of interest, but in no way modify the requirements of FAR 52.237-1, Site Visit. Offerors are cautioned to inspect the building(s) and equipment prior to submitting their offers.

Elevator Data

Location #1: John F. Seiberling Federal Building & US Courthouse, Akron, Ohio						
# OF ELEV	# OF Stops	TYPE OF ELEVATOR	MANUFACTURER	SPEED IN FPM	TYPE OF OPERATION	TYPE OF MACHINE
1	9	Combination Passenger/Freight	Montgomery	500	Group Auto -	Gearless
2	8	Passenger	Montgomery	500	Group Auto -	Gearless
3	8	Passenger	Montgomery	500	Group Auto -	Gearless
4	4	Passenger	Montgomery	350	Independent -	Gearless Automatic

Location #2: Donald J. Pease Federal Building, Medina, Ohio

# OF ELEV	# OF Stops	TYPE OF ELEVATOR	MANUFACTURER	SPEED TYPE OF IN FPM OPERATION	TYPE OF MACHINE
1	2	Combination Passenger/Freight	US Elevator Thyssen	100 Simplex Selective	Hydraulic Machine

Exhibit 2 Performance Standards

1. General

The contractor agrees to maintain, at all times, the minimum performance requirements for the Vertical Transportation System (VTS). The performance measurements include, but are not limited to the following:

Location 1: John F. Seiberling Federal Building & USCH, 2 South Main Street, Akron, Ohio 44308						
Elev. No.	Mean Time Between Service Calls (A)	Performance Time (B)	Door Closing Force (C)	Door Opening Time (D)	Door Closing Time (E)	No Load Running Speed (F)
1	15 days	9 sec.	30ft./lbs. Max	3 sec.	3 sec.	500 fpm
2	15 days	9 sec.	30ft./lbs. Max	3 sec.	3 sec.	500 fpm
3	15 days	9 sec.	30ft./lbs. Max	3 sec.	3 sec.	350 fpm

Location 2: Donald J. Pease Federal Building, 143 W. Liberty Street, Medina, Ohio 44256						
Elev. No.	Mean Time Between Service Calls (A)	Performance Time (B)	Door Closing Force (C)	Door Opening Time (D)	Door Closing Time (E)	No Load Running Speed (F)
1	15 days	20 sec.	30ft./lbs. Max	3 sec.	3 sec.	100 fpm

A. The mean time between service calls for each elevator, or bank of elevators, as computed for the previous year shall be the minimum performance standard for the following year. The “mean time” between service calls shall increase or may remain level.

B. The performance time is measured from the start of door closing until the doors are $\frac{3}{4}$ open at the next successive floor regardless of travel.

C. The door closing force of each elevator shall be measured as recommended in the **ASME A17.2 elevator inspector’s manual**.

D. Door opening time is measured from the start of motion until the doors are in the fully open position.

E. The door closing time is measured from the start of motion until the doors are in the fully closed position.

F. The no load running speed in the up and down direction of each elevator will be measured. The speed will be measured while the car is traveling from terminal floor to terminal floor.

2. Door Dwell Times

Door dwell times shall be maintained within the parameters which comply with the Americans with Disabilities Act.

3. Door Operation

Door operation shall be quiet and positive with smooth checking at the extremes of travel.

4. Ride Quality

The contractor shall maintain a comfortable elevator ride with smooth acceleration, deceleration and a soft stop.

5. Stopping Accuracy

The elevators shall stop within +/- ½ inch of the floor.

6. Service Calls

There shall be no more than two service calls per month per elevator. The occurrence of a third call in a month requires the maintenance supervisor to meet with the COR to determine the steps the contractor will take to reduce the number of service calls.

7. Downtime

An individual elevator shall not be out of service for more than three (3) consecutive workdays without the approval of the COR. No elevator shall be out of service for more than a total of ten calendar days per year without the approval of the COR.

8. Customer Surveys

GSA customer satisfaction surveys shall show a level or increasing level of satisfaction with elevator service.

Exhibit 3 Key Personnel Resume

This resume is pertinent to the experience and professional background of contractor's contract manager and/or supervisory personnel. A Key Personnel Resume must be completed for each contract manager and/or supervisor who will have a direct job performance relationship with mechanics assigned to perform the work requirements for the contract. A copy of each contract manager and/or supervisor's Key Personnel Resume shall be provided to the COR.

PROPOSED POSITION TITLE _____

EMPLOYEE'S NAME _____

CURRENT POSITION WITH THE CONTRACT FIRM _____

TIME IN CURRENT POSITION (Years, Months) _____

RESPONSIBLE FOR THE WORK OF _____ PERSONS

DESCRIPTION AND SCOPE OF CURRENT JOB:

WORK EXPERIENCE (Past 7 Years in Chronological Order)

<u>Date From-To</u>	<u>Job Title</u>	<u>Company-Address</u>	Immediate Supervisor's <u>Telephone Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

EDUCATION SUMMARY (High School, College, Specialized, Trade-Name/Institution, Address, Periods of Attendance, Credits, Degrees, Certificates):

PROVIDE A BRIEF STATEMENT OF WHY THIS CONTRACT MANAGER AND/OR SUPERVISOR IS BELIEVED TO BE QUALIFIED FOR THIS CONTRACT.

EXHIBIT 4 DEFINITIONS

1. Acts of God:

An act, event, happening or occurrence due to natural causes and inevitable accident, or disaster and is in no sense attributable to human acts.

2. Additional Services:

Additional services are defined as any work, requested and authorized by the Government that is within the scope of this contract but in addition to the contract requirements. Any work of this nature detected by the Contractor shall be immediately reported to the COR, but work shall not be performed until the Contractor and the CO or COR as appropriate have reached an agreement on the price to accomplish the project. Work shall be performed immediately, if necessary (i.e., an emergency), although typically a 48 hour notice will be given.

3. Contracting Officer (CO):

The CO has the overall responsibility for administering this contract. He/she alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and delivery schedules; make final decisions on disputed deductions from contract payments for nonperformance or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. Additionally, he/she may delegate certain other responsibilities to his/her authorized representatives.

4. Contracting Officer's Representative (COR):

The COR is designated by the CO at time of award and if necessary revised by letter during the contract period to assist him/her in discharging his/her responsibilities. The responsibilities of the COR include, but are not limited to: Evaluating Contractor performance with the Government's representative at the work site; advising the Contractor of proposed deductions for nonperformance or unsatisfactory performance; compliance with contract requirements insofar as the work is concerned; issuing purchase orders, and advising the CO of any factors which may cause delay in work performance. The COR will assist in the discharge of the Contracting Officer's responsibilities when the Contracting Officer is unable to be directly in touch with the contract work.

5. Contractor:

The term Contractor refers to the individual, firm, partnership, company, or corporation providing the services and directly contracting with the General Services Administration as the prime contractor in the performance of the work described herein.

6. Defective Service:

A unit of service that does not conform with specified requirements.

7. Designated Ordering Official:

A designated ordering official is an employee of GSA who is authorized in writing by the Contracting Officer to issue and modify orders under this contract.

8. Elevator:

The term elevator is used to mean all elevator, escalator, dumbwaiter, handicapped lift and wallglider equipment, if applicable, at the location(s).

9. Emergency:

Emergency refers to all conditions and threats that are either man made or acts of god that require immediate action by the contractor to eliminate or mitigate actual or expected damages. Included are bombings, and bomb threats, civil disturbances, fires, explosions, electrical failure, loss of water pressure, building flooding, sanitary and sewer line stoppage, chemical and gas leaks, medical emergencies, hurricanes, tornadoes, floods, and earthquakes.

10. Emergency Call-Back:

Emergency call-back service consists of promptly responding to requests for emergency service 24 hours per day, 7 days per week. The contractor shall report to the site of the emergency within 30 minutes of the time of notification and shall remain on the job until the emergency has been resolved. If the situation cannot be resolved immediately, the Contractor shall promptly notify the COR of the time and date corrective action will be

taken. Requests for service may be made by the COR by telephone or other means. Emergency service consists of freeing individuals trapped in a stalled car, restoring inoperative elevators which are causing disruption to the arrival and departure of building occupants, or other situations determined by the COR to be an emergency nature.

11. Government Contract Inspectors:

Government Contract Inspectors (also identified as Quality Assurance Evaluators) are subordinates of the COR and are responsible for inspecting and monitoring the Contractor's day-to-day work. The responsibilities of the Contract Inspector include, but are not limited to: Inspecting the Contractor's work to ensure compliance with the contract requirements; documenting, through written inspection reports, the results of all inspections conducted; ascertaining that all defects or omissions are corrected; conferring with Contractor representatives regarding any problems encountered in work performance, and generally assisting the COR in meeting his/her contract responsibilities. The Contractor shall make every attempt to join the inspector while he/she conducts inspections under this contract.

12. Historic Property:

A property listed on the **National Register of Historic Places (NHPA)** requires the building preservation plan remain intact. Any question regarding the historic preservation program shall be coordinated with the COR. (Historic building status is noted on **Building Information Sheets**).

13. Installing (Contractor):

Construction contractor or subcontractor who originally installed the equipment, system, part, item, unit, or component.

14. Negligence:

Is the failure to use care under the circumstances, it is the doing of some act which a person of ordinary prudence would not have done under similar circumstances or failure to do what a person of ordinary prudence would have done under similar circumstances.

15. Normal Working Hours:

The occupant agencies' workday may be staggered between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding Federal holidays.

16. Other Than Normal Working/Duty Hours:

Hours other than that shown as normal working hours noted above.

17. Overtime Services:

Overtime services are defined as work within the scope of the contract originally intended to be performed during normal working hours, where the Government requests the work be performed outside of normal working hours to expedite the return of an elevator to operating condition or to minimize disruption to tenants.

18. Performance Requirements:

Identifies the key service outputs of the contract that will be evaluated by the Government to assure contract performance standards are met by the Contractor.

19. Performance Work Statement (PWS):

The Performance Work Statement details the work requirement and can be referred to as the specification.

20. Performance Standard:

The overall quality performance standard the contractor will be held to is: The contractor shall maintain the elevators as stated in the contract and within the limits of the American National Standard Safety Code for Elevators and Escalators. Measurements of elevator speed, door opening and closing times, performance time, door closing force, floor to floor performance times, mean times between service calls, ride quality, stopping accuracy, downtime, customer surveys, and review of preventive maintenance and inspection reports shall be the governing factors in determining the adequacy of the elevator maintenance

21. Quality Assurance:

Actions taken by the Government to ensure services meet contract requirements.

22. Quality Control:

Those continuous actions taken by a Contractor to control the performance of his or her employees and subcontractor's services so that they consistently meet the contract requirements.

23. Service Calls:

Service calls are responses and subsequent repairs or adjustments of elevator equipment and systems or problems reported to the Contractor by building occupants or GSA personnel. The Contractor shall respond promptly (within 2 hours) to requests for service. If the service call cannot be resolved within 2 hours, the Contractor shall immediately secure the elevator and notify the COR of the problem and the time and date corrective action will be completed (excluding priority elevators such as freight or Judge's). In the case of priority elevators, work shall continue with immediate notification to the COR of the problem and time and date corrective action will be completed.

24. Shall vs. Will and Shall vs Must:

Throughout this solicitation, the terms "shall", "will" and "must" are used. "Shall", "will" and "must" denote the imperative. They indicate an obligation to act. In this solicitation, and any resulting contract, "shall", "will" and "must" have the same meaning.

25. Sign In/Sign Out (Log):

Designated log format used for Contractor/Subcontractor employee's identification by providing appropriate information and employee signatures as to when they enter and exit the building. The Government requires all Contractor/Subcontractor employees to use this form whenever they enter or leave the building.

26. Supervisors:

The term "on-site supervisor" means a person designated in writing by the contractor who has authority to act for the contractor on a day-to-day basis at the work site.

27. Vandalism:

Willful and malicious destruction of property.

28. Warranted as Presented:

The presenter guarantees the report or item presented as being accurate and truthful.

EXHIBIT 5 APPLICABLE PUBLICATIONS

1. General:

Publications applicable to this Performance Work Statement (PWS) are listed below. The Contractor shall be guided by and is obligated to follow these publications to the extent that he/she performs specific and general work related tasks which are governed by these publications.

The publications are the recommended regulations, standards, and codes for job accomplishment. However, they are not absolute and other approaches will be considered. When deviations from this list are proposed, the offerors are required to explain their rationale for such deviation to the COR immediately. Ensure the CO is aware of all deviations.

2. Changes:

It is the responsibility of the Contractor to act on any supplements or modifications to the listed publications during the life of this contract, when they are provided by the COR and action is requested in writing. Prior to implementing any action to a revision, supplement, or modification that will result in an increase or decrease in contract price, the Contractor shall submit to the CO a price proposal for such change and obtain written direction when and if he/she is to implement the new requirements. The new requirements will become a contract modification when they are agreed upon in writing by the Contractor and the Government.

<u>PUBLICATION</u>	<u>TITLE</u>	<u>DATE</u>	<u>PORTION</u>
29 CFR Part 1900	OSHA General Industry Standards	CURRENT	ALL
ADM P 5940.1A	GSA Occupational Safety and Health Program	September 11, 2003	ALL
PBS P 5850.1B	Buildings Maintenance Management Handbook	Rev. April 1992	ALL
40 CFR	Clean Air Act	July 1992	ALL
ASME A17.1	American Society of Mechanical Engineers Safety Code for Elevators and Escalators	2000 Edition w/addendums	ALL
	Elevator Industry Field Employees' Safety Handbook	N/A	ALL
NFPA 70	National Electrical Code	Current Edition	ALL
Public Law 94-580	Resource Conservation and Recovery Act of 1976 (RCRA)	1976	Sub title F
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management	January 2007	ALL
	Recovered Materials Advisory Notices (RMAN) http://www.epa.gov/epawaste/conservation/tools/cpg/index.htm	N/A	ALL
	USDA Bio-based Products List http://www.biopreferred.gov/	N/A	ALL

Comprehensive Procurement Guidelines (CPG)	http://www.epa.gov/epawaste/conservation/tools/cpg/index.htm	N/A	ALL
OFPP Letter 92-4	Procurement of Environmentally Sound and Energy Efficient Products and Services	November 2, 1992	ALL
NFPA	National Fire Codes	Current Edition	ALL
NFPA 30	Flammable and Combustible Liquids Code	Current Edition	ALL
ASME QEI – 1	Standard for the Qualification of elevator Inspectors	N/A	ALL
ANSI A13.1	Scheme for the Identification of Piping Systems	N/A	ALL
ASME	Checklist for Inspection of Electric Elevators, Checklist for Inspection of Hydraulic Elevators, Checklist for Inspection of Escalators and Moving Walks	N/A	ALL
Contractor Performance Assessment Reporting System (CPARS)		N/A	ALL
Public Law 93-579	Privacy Act	1974	ALL
Energy Act of 2005	Energy Policy Act of 2005	2005	ALL

EXHIBIT 6 REPORTING REQUIREMENTS

All reports, plans, schedules and other submittals provided by the Contractor are subject to approval by the CO or COR.

1. The Contractor is required to perform in accordance with the Government's existing plans and schedules or as directed by the COR until the Contractor's "Deliverables" (submittals) are approved by the CO or COR.

2. The Contractor is required to submit deliverables and reports to the COR at specified times throughout the life of this contract. Submission of deliverables and reports are considered critical to the successful completion of all contractual requirements. The following milestone chart lists deliverables and reports which must be provided by the Contractor at specified due dates as follows:

MILESTONE CHART FOR CONTRACTOR DELIVERABLES

<u>ITEM</u>	<u>DUE DATE</u>	<u>REFERENCE</u>
PM Program	5 Days After Award	Section C, Scope of Work, Paragraph C2F
Listing of Equipment or systems not operational by the official start time of the occupants	by one hour same day	Section C, Scope of Work, Paragraph C2G
Fire fighters Emergency Operating Test	Monthly	Section C, Scope of Work, Paragraph C2L
Subcontracts	Contract start date	Section C, Subcontracting, Paragraph C3
Resume for Contract Manager and Supervisor	5 Days After Award	Section C, Personnel, Paragraph C4A
Employee Resumes	5 Days After Award	Section C, Personnel, Paragraph C4
Resumes for Replacement Employees	10 Days Before Employee's Entrance on Duty	Section C, Personnel, Paragraph C4
License for Elevator Mechanic or certification of competency	5 Days After Award	Section C, Personnel, Paragraph C4C
Communication System	5 Days After Award	Section C, Items to be Supplied by the Contractor, Paragraph C5B

<u>ITEM</u>	<u>DUE DATE</u>	<u>REFERENCE</u>
Metal waste containers	Start of contract	Section C, Items Supplied by Contractor, Paragraph C5C
Material Safety Data Sheets	5 Days After Award	Section C, Items to be Supplied by the Contractor, Paragraph C5D
Inventory List of Products	5 Days After Award	Section C, Items to be Supplied by the Contractor, Paragraph C5D
Accounting of Government Property	10 workdays upon request and termination or expiration of contract	Section C, Items Supplied by Government, Paragraph C6A
Name of Inspector and certification	Start of Contract	Section C, Inspection and Testing Services, Paragraph C8
Copy Inspection Schedule	5 days after Award	Section C, Inspection and Testing Services, Paragraph C8A(1)
Notification of Inspection	5 work days in advance	Section C, Inspection and Testing Services, Paragraph C8A
Written Report of Inspection	After inspection	Section C, Inspection and Testing Services, Paragraph C8A(3)
GSA 55 and 55A	After inspection	Section C, Inspection and Testing Services, Paragraph C8A(4)
Copy of all tests required	After test	Section C, Adjustment and Tests, Paragraph C8B
Uniforms	10 days from date employee enters on duty	Section C, Uniforms, Paragraph C9
Service call log/record	Start of contract	Section C, Service Calls, Paragraph C11
Check charts and logs each piece of equipment	5 days after Award	Section C, Work Scheduling and Report Accomplishments, Paragraph C15A
Monthly progress report	5 work days after end of month	Section C, Work Scheduling and Report Accomplishments, Paragraph C15B

<u>ITEM</u>	<u>DUE DATE</u>	<u>REFERENCE</u>
Consolidated report of all services provided	5 work days after end of month	Section C, Work Scheduling and Report Accomplishments, Paragraph C15B
Quality Control Plan	With offer , approved before award, update as needed	Section C, Paragraph C16
Quality Control Inspection Reports	Weekly	Section C, Paragraph C16
Quarterly Self Evaluations	Quarterly	Section C, Paragraph C16
Strike Contingency Plan	With QCP	Section C, Paragraph C16
Contractor Emergency Plan Testing	With QCP As Required	Section C, Paragraph C16 Section C, Paragraph C17
Traffic Analysis Report	10 work days after completion	Section C, Paragraph C18 or reserved N/A
Confined Space Report	As required	Section C, Paragraph C19 or reserved N/A
Notification of Completion of Existing Deficiency Repairs	Before Contract expires	Section E, Contract Close-out Examination, Paragraph E7
Method of Payment Information	5 days after Award	Section G, Method of Payment, Paragraph G2
Interim and final evaluations under CPARS	Annually to coincide with anniversary date of contract	Section G, Evaluating Contractor Performance, Paragraph G4
GSA/Contractor ID Building Pass	Before Start Work	Section H, Identification/Building Pass, Paragraph H2
HSPD-12 Security Clearance Requirements including Finger Print Chart and Statement of Personal History and Contract Employees Name Check Information Sheet	14 Days After Award , replacement employees 30 days before entry on duty. Resubmit within 3 working days	Section H, Security Clearance Requirements, Paragraph H4
Certification and Estimate	At Contract Completion	Section H, Affirmative Procurement Program, Paragraph H11
Interim Annual Report including, If applicable , The percentage of post-consumer material contents	No later than November 1 of each year.	Section H, Affirmative Procurement Program, Paragraph H11

Exhibit 7 – Elevator Inspection Form

Elevator COR Inspection Tool

Contractor's Name: _____
Location (Building Name and Address): _____
Contract Number: _____

Start of Base Contract _____
End of Base Contract _____

Number of Options (up to 5): _____

End of Year 1: _____
End of Year 2: _____
End of Year 3: _____
End of Year 4: _____

Monthly Breakdown							
	Due Date	Beginning	Monthly	Quarterly	Semi-Annual	Annual	Closeout
Month 1	11/1/2014		Yes				
Month 2	12/1/2014		Yes				
Month 3	1/1/2015		Yes	Yes			
Month 4	2/1/2015		Yes				
Month 5	3/1/2015		Yes				
Month 6	4/1/2015		Yes		Yes		
Month 7	5/1/2015		Yes				
Month 8	6/1/2015		Yes				
Month 9	7/1/2015		Yes	Yes			
Month 10	8/1/2015		Yes				
Month 11	9/1/2015		Yes				
Month 12	10/1/2015		Yes			Yes	
Month 13	11/1/2015		Yes				
Month 14	12/1/2015		Yes				

Monthly Breakdown							
	Due Date	Beginning	Monthly	Quarterly	Semi-Annual	Annual	Closeout
Month 15	1/1/2016		Yes	Yes			
Month 16	2/1/2016		Yes				
Month 17	3/1/2016		Yes				
Month 18	4/1/2016		Yes		Yes		
Month 19	5/1/2016		Yes				
Month 20	6/1/2016		Yes				
Month 21	7/1/2016		Yes	Yes			
Month 22	8/1/2016		Yes				
Month 23	9/1/2016		Yes				
Month 24	10/1/2016		Yes			Yes	
Month 25	11/1/2016		Yes				
Month 26	12/1/2016		Yes				
Month 27	1/1/2017		Yes	Yes			
Month 28	2/1/2017		Yes				
Month 29	3/1/2017		Yes				
Month 30	4/1/2017		Yes		Yes		
Month 31	5/1/2017		Yes				
Month 32	6/1/2017		Yes				
Month 33	7/1/2017		Yes	Yes			
Month 34	8/1/2017		Yes				
Month 35	9/1/2017		Yes				
Month 36	10/1/2017		Yes			Yes	
Month 37	11/1/2017		Yes				
Month 38	12/1/2017		Yes				
Month 39	1/1/2018		Yes	Yes			
Month 40	2/1/2018		Yes				
Month 41	3/1/2018		Yes				
Month 42	4/1/2018		Yes		Yes		

Monthly Breakdown							
	Due Date	Beginning	Monthly	Quarterly	Semi-Annual	Annual	Closeout
Month 43	5/1/2018		Yes				
Month 44	6/1/2018		Yes				
Month 45	7/1/2018		Yes	Yes			
Month 46	8/1/2018		Yes				
Month 47	9/1/2018		Yes				
Month 48	10/1/2018		Yes			Yes	
Month 49	11/1/2018		Yes				
Month 50	12/1/2018		Yes				
Month 51	1/1/2019		Yes	Yes			
Month 52	2/1/2019		Yes				
Month 53	3/1/2019		Yes				
Month 54	4/1/2019		Yes		Yes		
Month 55	5/1/2019		Yes				
Month 56	6/1/2019		Yes				
Month 57	7/1/2019		Yes	Yes			
Month 58	8/1/2019		Yes				
Month 59	9/1/2019		Yes				
Month 60	10/1/2019		Yes			Yes	
End of Contract	10/1/2019						Yes

Inspection Items	EI No 1		EI No 2		EI No 3		EI No 4		EI No 5		EI No 6		EI No 7		EI No 8	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Hallway pushbuttons light up when pushed																
Elevators respond to calls																
When car arrives, the chime or bell is loud and clear																
The lantern showing the travel direction is lit																
The floor covering in the lobby has not become a tripping hazard.																
The required elevator lobby lights are working (If the lights are out, the O & M Contractor is responsible for replacing them - COR/ACOR will place Svc Call)																

Elevator Car Interior																
Inspection Items	EI No 1		EI No 2		EI No 3		EI No 4		EI No 5		EI No 6		EI No 7		EI No 8	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
The electric eye or scanner causes the elevator doors to stop closing and reverse direction																
Doors open and close smoothly																
Elevator Inspection Certificate is displayed and any related references are posted																
Ceiling fixtures and wall coverings are firmly in place																
All car lights are working																
All directional indicators are working																
Push buttons are operational																
All floors on the elevator light up.																
Mounting screws are not missing or mismatched																
Door open button stops the door from closing and makes it reopen.																
The elevator starts and stops smoothly																
The elevator car re-levels when it stops at a floor																

Machine Room/Secondary Deck				
Inspection Items	Machine Room		Secondary Deck (if applicable)	
	Yes	No	Yes	No
Path to machine room is clear of obstruction If path is obstructed, notify appropriate Contractor - Elevator Contractor may not be responsible for this				
The path to the machine room is well lit If path is not well-lit, notify appropriate Contractor - Elevator Contractor may not be responsible for this				
Machine room doors are self closing and self locking				
The light switch is within reach of access door. No motion sensors are in use to turn off lights.				

Machine Room/Secondary Deck				
Inspection Items	Machine Room		Secondary Deck (if applicable)	
	Yes	No	Yes	No
All of the ceiling lights work If the lights are out, the O & M contractor is responsible for replacing them - COR/ACOR will place Svc Call				
The room is free of debris				
The floor is free of grease and oil				
"ABC" type fire extinguisher is mounted near the door				
Has the fire extinguisher been inspected within the last 60 days?				
Comments:				

Section K Representations, Certifications, and Other Statements of Offerors

K1. Remittance Address

When the Contractor wishes payments to be mailed to an address other than that indicated on the Standard Form 33, Solicitation, Offer and Award, he/she shall insert the proper remittance address in the space provided below:

K2. Security Forms Quantity

The Contractor must identify the number of security requirements forms that he/she requires if awarded this contract. Refer to **Section H, Paragraphs H3 and H4**.

_____ forms are required.

K3. 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238290.

(2) The small business size standard is \$14 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(2) The following certifications are applicable as indicated by the Contracting Officer:

— (i) 52.219-22, Small Disadvantaged Business Status.

___ (B) Alternate I.

— (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for

— (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain s-Certification.

— (vi) [52.227-6](#), Royalty Information.

___(B) Alternate I.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆END OF SECTION◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆